

## SUPERINTENDENT'S CONTRACT

**THIS CONTRACT** is made by and between the Board of Education of the Paxton School District No. 6, located in Keith County in the State of Nebraska, hereinafter referred to as "the Board," and Del Dack, hereinafter referred to as "Superintendent."

**WITNESSETH:** That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on January 14, 2019, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

**Section 1. Term of Contract.** The Superintendent shall be employed for a time period beginning on the 1<sup>st</sup> of July, 2019, and expiring on the 30<sup>th</sup> of June, 2021. During each of these two years, the Superintendent shall render at least 230 working days of service, as that term is defined herein, in the performance of his duties as Superintendent. The Superintendent shall keep complete and accurate records of his working days and shall provide the Board of Education with a report of his accumulated working days at least semi-annually.

**Section 2. Salary.** In consideration of the salary set forth below and of further agreements and considerations hereinafter stated, the Superintendent agrees to perform faithfully the duties of the Superintendent of Schools in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board there under. For the period July 1, 2020 through June 30, 2021 said annual salary shall be **One Hundred Thirty-Eight Thousand Three Hundred**. The annual salary for the subsequent contract year shall be determined by mutual agreement of the parties. The Superintendent's salary shall remain the same as the salary amount listed herein, until a mutual agreement is reached. The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the district. The Board retains the right to adjust the Superintendent's annual salary upward during the term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The Superintendent's salary shall not be reduced during the term of this Contract.

**Section 3. Professional Status.** The Superintendent hereby affirms that he is not under contract with another school board or board of education covering any part of or all of the same term provided in this Contract. The Superintendent further affirms that throughout the term of this Contract he will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, which certificate shall be registered as required by law.

**Section 4. Superintendent's Duties.** The Superintendent shall organize and arrange the administrative and supervisory staff of the District in a manner, which best serves the schools of the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him with the assistance of his staff. The Superintendent shall have the responsibility for selection, placement and transfer of personnel. He shall be responsible for initiating all personnel matters, which require action by the Board, which includes making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

**Section 5. Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer of the District, and shall have primary responsibility for implementation of Board policy. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study and/or recommendation, as appropriate.

**Section 6. Discharge.** The Contract of the Superintendent may be canceled or amended by a majority of the members of the School Board during the term of the Contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate by the State Board of education; (b) breach of any of the material provisions of the contract; (c) for any of the reasons set forth in this employment contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) intemperance; or (k) conviction of a felony. The procedures for cancellation during the term of the contract shall be in accordance with the applicable Nebraska Revised Statutes.

**Section 7. Working Days.** This contract shall obligate the Superintendent to perform 230 workdays of service to the district. For the purpose of this section, the term “working days” shall not include any Sunday, or legal holiday. “Working days” shall include, but not be limited to, all days that school is in session for students or certificated employees, together with Christmas break, fall break, spring break, and any other Board-approved days when school is otherwise not in session.

**Section 8. Professional Development.** The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, provided that such attendance does not interfere with the proper performance of his duties under this Contract.

**Section 9. Fringe Benefits.** The Superintendent shall receive the following fringe benefits:

- a.) **Sick Leave.** The Superintendent shall have ten (10) days of paid sick leave per year. Sick leave will only be charged when the Superintendent fails to work due to illness on a day when the school district’s central offices are otherwise open.
- b.) **Health and Dental Insurance.** The Board shall provide the Superintendent with the level of health and dental insurance coverage for which he qualifies, whether single or dependant, on the same terms and conditions as those benefits are provided to other members of the certificated staff.
- c.) **Transportation.** The Board shall reimburse the Superintendent for mileage to the extent such reimbursement is allowed by board policy.
- d.) **Professional Meetings.** The Superintendent shall be permitted to attend professional meetings at the local, state, and national level. The Superintendent shall only attend professional meetings if such attendance will not conflict with the Superintendent’s performance of his job duties. The Board shall pay the following expenses incurred by the Superintendent in connection with his attendance at professional conferences: travel, meals, lodging, and registration fees.

- e.) **Membership Fees.** During the term of this Contract, the Board shall pay the Superintendent's membership fees for the following organizations: Nebraska Council of School Administrators, American Association of School Superintendents, Upon approval of the Board, the Board may pay the Superintendent's membership fees for other organizations.
- f.) **Retirement.** The Nebraska School Employees Retirement Act applies to the Superintendent's employment hereunder.
- g.) **Legal Actions.** If any legal action, including but not limited to a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's good faith performance of his duties for the Board, the Board shall pay the expenses of defending such legal action to the maximum extent permitted by law. Notwithstanding anything herein to the contrary, this section shall not apply to professional practice complaints initiated by the Board against the Superintendent.

**Section 10. No Penalty for Release or Resignation.** There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the Contract unless accepted by the Board, and the Board shall fix the time at which the resignation shall take effect.

**Section 11. Compensation upon Termination.** Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount, which bears the same ratio to the annual salary specified as the number of months, or fraction thereof to the date of such termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this contract shall be refunded by the Superintendent.

**Section 12. Renewal of Contract after Contract Expiration Date.** The Secretary of the Board shall, not later than the 1st day of February, 2021 notify the Superintendent in writing of the Board's intention not to renew this Contract. Failure to so notify the Superintendent shall result in an automatic renewal of this Contract for a period of one year from and after the Contract expiration date provided in Section 1 of this Contract. It shall be the obligation of the Superintendent to place the renewal of the Superintendent's contract on the Agenda of the regular board meeting for the month of January, 2021.

**Section 13. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

**Section 14. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

**Section 15. Severability.** If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the dates indicated below.

**EXECUTED BY THE BOARD** the 15th day of June, 2020.

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President or Chairman  
Board of Education

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Secretary, Board of Education

**EXECUTED BY THE SUPERINTENDENT** this 15<sup>th</sup> day of June, 2020.

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Superintendent