# MAXWELL PUBLIC SCHOOLS
# ADMINISTRATIVE CONTRACT
## Todd Rhodes
## Superintendent

This contract made by and between THE SCHOOL DISTRICT OF Maxwell, District #7, In the County Of Lincoln, In the State of Nebraska, hereinafter referred to as "School District," and Todd Rhodes hereinafter referred to as "Administrator".

WITNESSETH:

WHEREAS, the Board of Education of the Maxwell Public School District, has duly approved the employment of Todd Rhodes as Superintendent for a period of one year, commencing July 1, 2017 and ending June 30, 2018.

WHEREAS, it is agreed by and between the parties hereto this contract that Todd Rhodes shall faithfully perform the duties assigned to the position of Superintendent in and for the School District for the term of this agreement as prescribed by the laws of the State of Nebraska, and by the governing Board policies and rules and regulations of said District.

NOW, THEREFORE, as compensation for the services to be performed by the Superintendent, the School District shall pay to Todd Rhodes annual compensation in the amount of $132,014.00 for the 2017-18 contract year. Subsequent years of this contract will be negotiated at said time. Said salary shall be paid on a monthly basis at the rate of one-twelfth (1/12) of the agreed upon amount. Said salary shall be paid in accordance with the policies of the Board of Education of the School District governing payment of salaries to certificated staff personnel. In the event that the Superintendent be elected to any other office or offices of the Board of Education or in connection with the School District, he/she shall perform the duties of such other office or offices without remuneration other than as provided in this agreement. The School District, acting by and through its Board of Education, reserves the right to adjust said compensation, however, not to reduce the annual compensation to any lesser amount than as herein stated.

Any adjustment in compensation made during the term of this contract shall be in the form of an amendment and shall be incorporated as part of this agreement by reference herein; provided, however, that in making any such compensation adjustment, it shall not be considered that the School District has entered into a new agreement, nor shall the termination date of this agreement be thereby extended, unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this agreement or any prior extension, be for a period in excess of three years.

As further consideration for the services to be performed by Todd Rhodes, it is agreed as follows:

1. He is entitled to participate in the District's Flexible Benefit Program (IRS 125 Plan) to the extent he desires.

2. He shall receive twenty (20) days of vacation leave each contract year and any unused vacation days may be carried over into one succeeding contract year.

3. He shall receive ten (10) days per year for illness and any days not used during the term of any one year may be carried over no longer than one year. At that point, days unused will be compensated.

4. He shall be allowed the eleven (11) holidays which the School District generally recognizes during the course of each contract year.

5. He shall be allowed to attend appropriate professional meetings at the local, state and national levels at the expense of the School District and shall be reimbursed for reasonable expenses incurred for attending such professional meetings. In addition, the School District shall pay his annual dues for membership in the following professional organizations up to $850 annually:

   The Nebraska Council of School Administrators
   American Association of School Administrators
   The service organizations of his choice

6. The District will pay all premiums to provide Health and Dental Insurance comparable to the teaching staff Negotiated Agreement to cover the Administrator and family.

7. The District will pay all premiums for Long-Term Disability Insurance during the contract.

The Board of Education shall have discretionary authority to determine the reasonableness of professional dues and expenses for attending professional meetings.

Todd Rhodes shall maintain in force at all times during the original and any extended term of this agreement, a valid Nebraska Administrative and Supervisory Certificate with the appropriate endorsement for the position of Superintendent as outlined in Rules 10 and 21 of the Nebraska Department of Education, and will devote his full time, skill, labor, and attention to said employment during the term of this agreement; provided, however, that Todd Rhodes may undertake consultative work, speaking engagements, writing, lecturing or other professional duties, unless otherwise directed by the Board of Education.

It is further agreed that the Board of Education may require, in accordance with its rules, and at its own expense a certificate of health and physical fitness of Todd Rhodes annually while this agreement is in force. Should Todd Rhodes be unable to perform his duties by reason of illness, accident or any other cause beyond his control, and said disability exists for a period exceeding his sick leave allowance, the Board of Education may, in its discretion, make a proportionate deduction from the compensation stipulated herein, and if such disability continues or is permanent, or of such nature as to make the performance of his duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligations hereof shall terminate.

It is further agreed that this contract is subject to the statutes of the State of Nebraska and said contract may be terminated as follows: (1) by mutual agreement, (2) by retirement of Todd Rhodes, or (3) cancellation for just cause. Just cause shall be interpreted to mean "just cause" as defined in Neb. Rev. Stat. § 79-824.

It is further agreed that failure by the Board of Education to notify Todd Rhodes in writing of the intention not to renew this agreement, not later than April 15, of the final year of his agreement or any written extension thereof, will automatically result in a one year extension of the then existing contract.

It is further agreed that the School District, acting through its Board of Education will evaluate Todd Rhodes's professional performance at least twice during the first year of employment and at least once annually thereafter. The Board of Education will determine the evaluation process by approving a format for the evaluation recommended by the Superintendent of Schools.

The School District shall provide and keep in force the necessary insurance policy to cover liability, errors and omissions for Todd Rhodes during the term of this agreement.

It is agreed that all terms, agreements, and covenants herein are severable and that in the event any of them shall be held to be invalid by a competent court, this agreement shall be interpreted as if such invalid term, agreement, or covenant were not contained herein.

This agreement is binding on all successor Boards of Education of the School District and said agreement may not be assigned or transferred in any manner by Todd Rhodes.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto this 26th day of June, 2017.

MAXWELL PUBLIC SCHOOLS
DISTRICT # - LINCOLN COUNTY
STATE OF NEBRASKA

By Casey L. Meyer
Casey Meyer, President
Board of Education

Todd Rhodes
Todd Rhodes
Superintendent