

## **SUPERINTENDENT CONTRACT**

THIS AGREEMENT is entered into by and between School District #30, of Cuming County, Nebraska, a/k/a/ the Wisner-Pilger Schools, (hereinafter referred to as "the district") and Chad Boyer (hereinafter referred to as "the Superintendent").

WHEREAS the District's Board of Education desires to employ the Superintendent to lead the District and the Superintendent desires to accept such employment;

WHEREAS the District's Board of Education and the Superintendent are aware of the close working relationship they must maintain in order to effectively govern and lead the school;

WHEREAS the District's Board of Education and its Superintendent recognize that there are many areas of overlapping responsibilities between their positions and desire to minimize the conflict which may arise from such; and,

WHEREAS the District's Board of Education and the Superintendent recognize that the performance of each of them has an impact on the effectiveness of the other;

### **1.1 Offer and Acceptance**

- 1.2 The Board of Education of the District ("the Board") offers to employ the Superintendent to be its chief administrative officer pursuant to the terms and conditions of this district.
- 1.3 The Superintendent accepts such offer of employment and agrees and affirms as follows:
  - 1.3.1. That the Superintendent agrees during the period of this contract, to perform his/her duties and obligations pursuant to federal and state laws, board policies and rules, this contract, and the Superintendent's job Description (which is attached hereto as Exhibit "A" and incorporated herein in its entirely by this reference.)
  - 1.3.2. That the Superintendent affirms that he/she holds or will hold, at the beginning of the term of the contract, a valid certificate properly registered with the school district and that he/she is not under contract with another school board of a school district in the State of Nebraska.

### **2.1 Term of Contract**

- 2.2 This contract shall be for a period of one (1) year, commencing on July 1, 2022 and expiring June 30, 2023. A "contract year" for purposes of this Contract shall be from July 1 to June 30 and shall consist of generally of 260 working days, subject to the leave benefits provided herein.
- 2.3 The Board shall on or before December 31<sup>st</sup> of the last contract year subject to this contract consider the extension of the expiration date of this contract. If the Board desires that the expiration date of the contract not be extended, it shall serve notice of such on the Superintendent on or before December 31<sup>st</sup> of that contract year, and, further, shall, by majority vote on or before such December 31<sup>st</sup> of that contract year, take action to effectuate such non-extension.

2.4 If on or after January 1<sup>st</sup> of the last contract year subject to this contract the Board has not taken action pursuant to the preceding paragraph, the expiration date of this contract shall be automatically extended for one additional contract year.

### 3.1 **Resignation**

3.2 The Superintendent shall have the right to unilaterally resign from this contract effective June 30 of any given contract year if he/she submits his/her written resignation to the president of the Board on or before December 31<sup>st</sup> of that contract year.

3.3 If the Superintendent desires to resign on a date other than June 30 or if his/her written resignation is received after December 31<sup>st</sup>, the resignation must be mutually agreed to by the Board of Education.

3.4 There shall be no penalty for release or resignation of the Superintendent from his/her contract.

### 4.1 **Compensation**

4.2 The District shall pay the Superintendent \$146,136.40 annually as salary during the first year of this contract. Such amount shall be paid in twelve equal monthly installments, commencing July 20, 2022.

4.3 The salary for subsequent years of this contract shall be determined by negotiation between the Board and Superintendent. Subsequent contract years' salaries shall be no less than the salary of the immediately preceding contract year.

4.4 The District shall also provide the Superintendent with the fringe benefits as set forth in Exhibit "B" (which is attached hereto and incorporated herein in its entirety by this reference).

4.5 The salary and benefits provided for herein shall be reviewed annually and may be revised upon mutual consent of the parties.

4.6 This contract shall conform to the state and federal statutes and regulations governing deductions from the above stated compensation with regard to state and federal income tax withholding, Social Security, and state retirement contributions. Other deductions may be withheld as agreed to by the parties to this contract.

### 5.1 **Professional Activities & Expenses**

5.2 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. The expenses of attendance, including registration costs, meals and lodging, shall be reimbursed by the District when attendance has been preauthorized by the Board. The Superintendent shall be reimbursed (in addition to wages, fringe benefits and other compensation as may be allowed herein) for the cost of dues for organization associated with performance of duties in local, state and national professional organizations and; such other organizations as may be assigned by the Board.

5.3 The District encourages the Superintendent to attend one national convention per year and shall reimburse the Superintendent for all reasonable expenses incurred, not to exceed \$3,000.00 per year.

## **6.1 Job Performance Evaluation**

- 6.2 The District's Board of Education shall evaluate the job performance of the Superintendent each December.
- 6.3 The process to be used for the evaluation of the performance of the Superintendent shall include, but not necessarily be limited to, the following:
  - 6.2.1 An assessment of the Superintendent's performance with such assessment including input from the Board and others with relevant knowledge.
  - 6.3.2. An assessment of the District's results with regard to its academic programs and the goals established.

## **7.1 Discharge**

- 7.2 The contract of the Superintendent may be cancelled or amended by a majority of the members of the School Board during the term of the contract for any of the following reasons:
  - 7.1.1 Upon cancellation, termination, revocation, or suspension of the Superintendent's certificate;
  - 7.1.2. Breach of any of the material provisions of this contract;
  - 7.1.3. For any of the reasons set forth in this employment contract;
  - 7.1.4. Incompetence;
  - 7.1.5. Neglect of duty;
  - 7.1.6. Unprofessional conduct;
  - 7.1.7. Insubordination;
  - 7.1.8. Immorality;
  - 7.1.9. Physical or mental incapacity;
  - 7.1.10. Intemperance; or
  - 7.1.11. Conviction of a felony.

- 7.2 The procedures for cancellation during the term of the contract shall be in accordance with the applicable *Nebraska Revised Statutes*.

## **8.1 Superintendent and indemnification**

- 8.2 The District shall include the Superintendent as an additional insured in its liability and errors and errors and omission insurance policies.

8.3 The District shall, to the full extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him in his individual capacity or in his official capacity as an agent and/or employee of the District, provided that the incident arose while the Superintendent was acting (or in good faith, reasonably believed that he/she was acting) within the scope of his employment as the Superintendent of the District.

**9.1 Miscellaneous**

9.2 This contract shall be interpreted under the law of the State of Nebraska.

9.3 If any portion of this contract is 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.

9.4 This contract may be modified and amended by the parties. Such modifications or amendments must be in writing and duly authorized and executed by the Board and the Superintendent.

IN WITNESS WHEREOF the parties hereto hereby set their hands on the date set forth herein below.

WISNER-PILGER SCHOOLS

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Board President

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Date

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Superintendent

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Date

**SUPERINTENDENT CONTRACT**  
**Exhibit A**

Superintendent's Job Description

The Superintendent of Schools shall be the chief executive officer of the school district and, as such, shall be responsible for:

1. Administering and directing the district's educational services including curriculum, instruction, and assessment;
2. Administering and directing the district's auxiliary services including business, transportation, food service, and maintenance and operations;
3. Administering and directing the district's personnel services including recruitment, selection, assignment, and dismissal of employees;
4. Reviewing, drafting, and submitting policies (with recommendations) to the Board of Education for its consideration and adoption;
5. Implementing and enforcing policies adopted by the Board of Education;
6. Preparing the annual budget and presenting it (with recommendations) to the Board of Education for its consideration and adoption;
7. Operating the district within the parameters of its adopted budget;
8. Establishing Board meeting agendas (in consultation with the Board president);
9. Establish lines of communication with the Board of Education, in addition to preparing, publishing, and distributing relevant background information to Board members prior to board meeting;
10. Attending and participating as an *ex officio* member at all meetings of the Board of Education;
11. Ensuring that the district regularly engages in a planning process;
12. Administering and directing the action plans (or goals) established through the planning process;
13. Establishing and maintaining effective lines of communication between the school and its students, faculty, staff, parents, and community.
14. Supervising and evaluating all administrators and other people who report directly to him and ensuring that all other personnel in the district are properly supervised and evaluated;
15. Reviewing proposed legislation, informing the Board of such, and communicating with political representatives about the impact such legislation could have on the school;
16. Provide information to the Board so they can effectively negotiate contracts with the district's employee bargaining units;

17. Ensuring that all required reports are accurately prepared and timely filed with the appropriate state and federal agencies or departments;
18. Ensuring that the district complies with all legal requirements and maintains its state accreditation;
19. Keeping abreast of trends, issues, or decisions in law, politics, education, and business that might have an impact on schools;
20. Fostering community support for the schools.
21. Overseeing the day to day financial operations of the district.

**SUPERINTENDENT CONTRACT**  
**Exhibit B**

**Fringe Benefits**

- 1.0 The Superintendent shall be provided the same health benefit or cash-in-lieu benefit offered to the other non-supervisory certificated staff of the Wisner-Pilger School District under the negotiated agreement between the District and the non-supervisory certificated employee's collective bargaining unit.
- 2.0 The District shall pay for the Superintendent's professional dues to NCSA and AASA.
- 3.0 The Superintendent shall be provided reimbursement at the state rate for mileage incurred each month.
- 4.0 The District shall provide the Superintendent a \$100,000.00 life insurance policy.
- 5.0 The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year. Such days are in addition to non-attendance days as specified on the school calendar. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year). Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be twenty (20) days. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation. Any vacation leave of more than two (2) days must be reported to the Board. Vacation time may be taken at any time of the year subject to the terms of this agreement.
- 6.0 The Superintendent is entitled to two (2) personal days per year, accumulative to six (6). Upon ending employment, unused personal days will not be paid except to the extent required by law. If payable, unused personal will be paid at the effective daily rate of pay at the time each unused personal day first became available.
- 7.0 The Superintendent may, during his/her personal leave and vacation time, engage in consultative work, speaking engagements, writing, lecturing, or other such activities. In addition, with the consent of the Board, the Superintendent may be granted additional time for such activities if, in opinion of the Board, the activities would present value to the District and would not detract from the Superintendent's ability to perform his/her duties under this contract.
- 8.0 The Superintendent shall provide a cell phone for use in the exercise of his/her duties. The District shall reimburse the Superintendent for the cost of a cell phone a flat SEVENTY FIVE DOLLARS (\$75.00) per month.