

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT GOTHENBURG PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Gothenburg Public Schools**, legally known as **Dawson County School District 24-0020**, and referred to as “the Board” and “the School District” respectively, and **Dr. Todd Rhodes**, referred to herein as “the Superintendent.” In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of three (3) years beginning on July 1, 2020, and expiring on June 30, 2023. During each year of this contract, the Superintendent shall render at least 225 working days of service in the performance of the Superintendent’s duties. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but shall include all days on which the Superintendent actually and necessarily completes the Superintendent’s contractual duties. The Superintendent agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Superintendent shall keep complete and accurate records of the Superintendent’s working days and shall provide the Board of Education with a report of the accumulated working days at least quarterly.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before the seventh day after the regular March board meeting of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will renew for a period of one (1) year from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than its regular November meeting of each year of this contract and shall make the renewal of the Superintendent’s employment contract an agenda item for the regular March board meeting during each year of this contract. Failure of the Superintendent to provide written notice of the renewal provision voids the renewal provision defined in this section. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the contract year shall be \$173,500.00, which shall be paid in 12 equal monthly installments beginning in the month of July 2020. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or

as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that they are not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, they will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska, which they will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date the Superintendent's certificate is registered.

Section 6. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to the Superintendent's duties throughout the contract term. They shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to them. By agreement with the Board, they may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out the Superintendent's duties and obligations to the school district.

The Superintendent shall reside within the School District during the term of this contract.

Section 7. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. They shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. They are responsible for administering the instruction of students and the business affairs of the school district. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of the Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p)

misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with the Superintendent's duties under Section 2 (Renewal of Contract) or Section 14 (Evaluation) shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period of more than six (6) months or if the disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the district.

Section 10. Transportation. The Board shall provide the Superintendent with transportation or reimburse them for mileage required in the performance of the Superintendent's official duties at the rate approved by the Board.

Section 11. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

- a. **Health Insurance.** Family health insurance that is provided to certificated staff through the District's health insurance carrier was declined.
- b. **Dental Insurance.** Single dental insurance that is available to certificated staff through the District's health insurance carrier was declined.
- c. **Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the school district's carrier at the Superintendent's own expense. In the case of a long-term disability as defined in the disability plan, the Superintendent will continue to log "working days" until the elimination period threshold has been reached.
- d. **Professional Development.** The Superintendent is expected to continue the Superintendent's professional development and to participate in relevant learning experiences. With the approval of the Board, they may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.
- e. **Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in professional organizations such as: American Association of School Administrators (AASA), Nebraska Association of School Administrators (NASA), and Nebraska Council of School Administrators

(NCSA).

- f. **Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that they can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Superintendent up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.
- g. **Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$1,000.00 or more.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. 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 contract days or fraction there of to the date of such termination bears to the contract days in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary they have been paid but had not earned prior to the date of termination of this contract.

Section 14. Evaluation. The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the regular January meeting. The Superintendent shall remind the Board members in writing of this provision no later than its regular November meeting and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 15. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by the Superintendent carrying out the Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's performance of the Superintendent's duties or the Superintendent's position as Superintendent of the district, the Board will provide them with a legal defense to the maximum extent permitted by law so long as they acted in good faith and in a manner which they reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the Superintendent's conduct was

unlawful.

Section 16. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, they will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of the Superintendent's position.

Section 17. Disciplinary Action. The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the school district to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising them of the alleged reasons for the proposed action and provided the opportunity to present the Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a formal due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

Section 18. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of the Superintendent's respective duties and obligations under this contract.

Section 19. 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 20. Severability. 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 enforcement 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 this 8th day of June, 2020.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this 8th day of June, 2020.

Dr. Todd Rhodes, Superintendent