

CENTENNIAL PUBLIC SCHOOL
UTICA, NEBRASKA

SUPERINTENDENT'S CONTRACT

This contract is made by and between the Board of Education of Seward County School District No. 0567, commonly referred to as the Centennial Public School (hereinafter referred to as the "Board"), and Timothy DeWaard (hereinafter referred to as the "Superintendent"). The Board, in accordance with its action taken pursuant to a properly constituted agenda item at a duly called meeting, and which action was found in its minutes of the said meeting held on December 14, 2015 has and does hereby employ Timothy DeWaard as Superintendent of Schools for two (2) year period, commencing July 1, 2016. Superintendent, by affixing his signature hereto in a timely fashion, agrees to be employed by the Board as the Superintendent of Schools in the Centennial District, and to perform such duties as are prescribed by the laws of the State of Nebraska, by the written policies, rules and regulations of the Board, and the expectations of the Board as set forth in its evaluation documents, subject to further terms and conditions as are herein set forth.

1. **Salary.** Inconsideration of a salary of \$149,125.00 beginning July 1, 2016, and at a salary of not less than One hundred forty nine thousand one hundred twenty five dollars to be paid the second year, and of the further agreements and considerations hereinafter stated, the Superintendent agrees to perform faithfully the duties of Superintendent and to serve as chief executive office of the Board and chief administrative head of the school system. The annual salary shall be paid in equal installments in accordance with the policies of the Board governing payment of other professional staff members of the District. The Board retains the right to adjust the annual salary upward during the term of this Contract, as an amendment, without such adjustment constituting a new or amended contract or extending the term of this Contract.
2. **Discharge.** 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) immoral conduct or conduct involving moral turpitude; (i) physical or mental incapacity; (j) intemperance; (k) conviction of a felony; or (l) any conduct that substantially interferes with the Superintendent's continued performance of this duties. This Contract may be non-renewed as provided by law. The procedures for cancellation, amendment, or non-renewal shall be in accordance with state statutes.

3. **Duties.** Throughout the term of this Contract the Superintendent shall devote his time, skill, labor and attention to his position for which he employed, provided, however, that the Superintendent may, with the permission of a majority of the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional activities. The Superintendent shall be authorized to organize, reorganize, and arrange the administrative and supervisory staff with the concurrence of the Board. Superintendent shall generally provide administration for the instruction, business affairs, and day-to-day operations of the District. The Superintendent shall make such recommendations to the Board as Superintendent may deem necessary for the employment, dismissal, selection, and transfer of school personnel. The parties hereto recognize that the hiring and discharge of employees is the legal responsibility of the Board.

4. **Days of Service.** During each year of this contract, the Superintendent shall render at least 240 working days of service 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 quarterly. For the purpose of this section, the term "working days" shall not include any Saturday, 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.

5. **Disability.** Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other disability beyond his control, and such disability exists for a period of more than his accumulated sick leave during any school year, the Board may in its discretion make a proportionate deduction from the salary stipulated herein. If, in the opinion of the Board, such disability is permanent, irreparable, or of such nature as will make the performance of the Superintendent's duties impossible, the Board, may in its discretion, terminate this agreement, whereupon the respective duties, rights and obligations of both parties shall be terminated.

6. **Transportation.** The Board shall reimburse the Superintendent at the mileage rate established by the State of Nebraska or the Internal Revenue Service, whichever is greater, for mileage actually and necessarily traveled by the Superintendent. The Board may, in the alternative, provide a vehicle to the Superintendent for such travel, which vehicle may, at the Board's discretion, be kept at Superintendent's residence.

7. **Sick Leave.** The Superintendent shall have ten (10) days of paid sick leave for each Contract Year. Sick leave days may be used by the Superintendent is unable to perform his duties because he is sick. Unused sick leave may be carried over from Contract Year to Contract Year. If the Superintendent carries forward any sick leave days to any Contract Year, the number of sick leave days he shall be

awarded in such Contract Year shall be the lesser of (a) ten (10) days, (b) the number of days which will bring the Superintendent's accumulated unused sick leave days to fifty (50), and (c) the number of days in the waiting period for receipt of benefits under any applicable long-term disability policy. In no case shall the Superintendent accumulate more than fifty (50) days of unused sick leave. The Superintendent shall maintain, and keep current, a record of his sick leave which the Superintendent shall make available to the Board at the July Board meeting of each year during the term of this Contract and upon the Board's request.

8. Vacation Leave. The Superintendent may be awarded up to (20) days of paid vacation leave for each Contract Year. Vacation leave days may be used at the Superintendent's sole discretion, provided that he makes reasonable efforts not to use them when such use would interfere with his ability to attend the Board's meetings. Unused vacation leave may be carried over from Contract Year to Contract Year, the number of vacation leave days he shall be awarded in such Contract Year shall be the lesser of (a) twenty (20) days and (b) the number of days which will bring the Superintendent's accumulated unused vacation leave days to twenty (20). In no case shall the Superintendent accumulate more than twenty (20) days of unused vacation leave. The Superintendent shall keep a current record of his vacation leave which he shall provide to the Board at its July regular Board meeting each year and upon the Board's request.

9. Deductions. This Contract shall conform to the regulations governing deductions from the above-stated compensation with reference to Withholding Tax, Social Security and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties to this Contract. This Contract shall be deemed to have been entered into subject to all provisions of the laws of the State of Nebraska.

10. Professional Development. The Board may require the Superintendent to continue his professional development and to participate in relevant learning experiences. The Superintendent may, therefore, with the approval of the Board, attend appropriate professional meetings at the local, state, regional, and national levels. Valid expenses of required attendance shall be borne by the District.

11. Fringe Benefits. The Superintendent shall receive fringe benefits accorded to other professional employees of the District, including \$3,000 annuity payment (payable \$250 per month) and use of district cell phone, including limited personal use that does not unreasonably interfere with school business and such other benefits as may be determined by the Board.

12. Release. There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until the close of the contract period unless accepted by the Board, and the Board shall fix the time at which the resignation is to take effect.

13. **Affirmation of Non-Contract.** The Superintendent hereby affirms that he is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this Contract. The Superintendent further affirms that at the beginning of the term of this Contract he holds or will hold a Nebraska Administrative and Supervisory Certificate valid for the position of Superintendent of Schools, which is or will be in full force and effect for the period covered by this Contract. The Nebraska Administrative and Supervisory Certificate shall be registered in the District's office as required by law.

14. **Notice.** Failure of the Board to notify the Superintendent in writing no later than February 1, 2017, of the Board's intention not to renew this Contract, shall result in this Contract being extended for the 2017-2018 school year. The Superintendent shall place the renewal of his contract on the board's agenda prior to the February 1 notice date.

15. **Acceptance Date.** The Superintendent shall accept and deliver one signed copy of this Contract to the Board of Education on or before May 15, 2016. Failure to return one signed copy by the date shall make this Contract null and void.

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

December 14, 2015
Date

December 14, 2015
Date

12-14-15
Date

Larry W. Paxson
Chairman, Board of Education

Douglas M. Tommizo
Secretary, Board of Education

Tim DeWard
Superintendent