

SUPERINTENDENTS CONTRACT

THIS CONTRACT is made by and between the Board of Education of Blue Hill Public Schools, Webster County School District 91-0074, referred to herein to as "the Board," and Joe'l Ruybalid, referred to herein as the "Superintendent"

WITNESSETH: In accordance with action taken by the Board as recorded in the minutes of its meeting held on the 19th day of February 2024, the Board agrees to employ the Superintendent and the Superintendent agrees to accept such employment subject to the terms and conditions set forth below. One Hundred (100%) time will be budgeted for Superintendent's duties and will be governed by the contract.

Section 1. Term of Contract. The Superintendent Contract is for a term of two (2) years beginning on the 1st day of July, 2024, and expiring on the 30th day of June, 2026. A "contract year" for purposes of this Contract shall be from July 1 to June 30. Extensions ("roll-overs") may occur as follows:

A. Superintendent's Notice of Intent to Extend. In each contract year, the Superintendent shall, between December 1 and December 31 of such contract year, give the President of the Board a "Superintendent's Notice of Intent to Extend," which is a written notice that the Superintendent intends to extend the Contract for a period of one (1) year. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.

B. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall, in each contract year, have until on or before February 16 of such contract year to give the Superintendent a "Notice of Intent to Not Extend," which is a written notice that the Board does not want to extend the Contract. In the event the Board does not give a Notice of Intent to Not Extend, or a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.

C. Notice of Non-Renewal. The failure to extend does not automatically effect a non-renewal of the Contract. The deadline to give a notice of non-renewal is, by law, April 15th.

During each year of the contract, the superintendent shall render at least 250 working days of service in the performance 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.

Section 2. Salary. In consideration of an annual salary for the 2024-2025 contract year shall be \$140,350 and of the further agreements and considerations hereinafter stated, the Superintendent agrees to perform his duties faithfully 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. Said annual salary shall be paid in equal installments in accordance with the practice of the Board governing payment of other professional staff employees of the District.

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

Section 4. Superintendent's Duties. Subject to the approval of the Board, the Superintendent shall be responsible for organizing, reorganizing, and arranging the administrative and supervisory staff of the district in a manner, which best serves the schools of the District. He will be responsible for administering the instruction and business affairs of the school district; for selecting, placing, and transferring personnel; and for initiating all personnel matters, which require action by the board, including making recommendations to the Board concerning the termination or discharge of any personnel. He agrees to devote his time, skill, labor, and attention to his duties throughout the term of this Contract; provided, by agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional obligations.

Section 5. Board-Superintendent Relationship. The Board shall be primary responsible for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District and shall be primarily responsible for implementing Board policy. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibilities of the other party. The Board members, individually and collectively, will promptly refer all criticisms, complaints, and suggestions called

to its attention to the Superintendent for action, study, and/or recommendation, as appropriate.

Section 6. Dismissal. 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 of 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 his 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.

Section 7. Disability. If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and such disability shall continue for more than his accumulated sick leave during any school year, the Board shall make a proportionate deduction from his salary. If such illness, accident or disability is permanent, irreparable, or of such a nature as to make the performance of the essential functions of the superintendency impossible, the Board may proceed to consider the cancellation of 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 8. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

- A. Leave Benefits: Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.
- B. Vacation: The Board shall provide the Superintendent 20 vacation days for each contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. During any subsequent year, the Board shall give the Superintendent up to 20 days to bring his total accumulation to no more than 20 days. For example, if the

Superintendent uses 12 days of vacation one year, the Board will provide him with 12 days of vacation for the following year to bring his total to 20 days. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the district's central office. Annually, at the Board's regularly scheduled August meeting, and at other times upon the Board's request, the Superintendent shall report to the Board on the number of vacation days he has used and the number of days that remain accrued. The Board may require the Superintendent to use his vacation days.

- C. Sick Leave: The Superintendent shall have ten (10) days of paid sick leave for each Contract Year. Sick days may be used by the Superintendent on days which 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, and (b) the number of days which will bring the Superintendent's accumulated unused sick leave days to forty (40). In no case shall the Superintendent accumulate more than forty (40) 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 each year during the term of this contract and upon the Board's request. The Superintendent shall not be entitled to reimbursement for unused sick leave.
- D. Health and Dental Insurance: The District shall pay for and provide the Superintendent with health and dental insurance for which the Superintendent is qualified under the District's group insurance plan.
- E. Term Life Insurance: The District shall provide the Superintendent with a \$50,000 term life policy.
- F. Long-Term Disability Insurance: The Superintendent shall be required to purchase long-term disability insurance through the carrier selected for the School District by the Board. The Board will increase his salary by the amount of the premium cost.
- G. Section 125 Cafeteria Plan: The Board maintains a section 125 cafeteria plan for use by its employees. The Superintendent may participate in this plan and shall be personally responsible for observing the contribution restrictions for the plan.

- H. Professional Association Dues: The Board requires the Superintendent to belong to the Nebraska Council of School Administrators and shall pay the dues for the membership in this association.
- I. Professional Development: With the approval of the Board, the Superintendent shall continue their professional development by attending appropriate professional meetings at the local, state, and national levels so long as his absence does not interfere with the proper performance of their duties. The Board shall pay the following expenses incurred by the Superintendent in connection with attendance at professional conferences: travel, meals, lodging, and registration fees.

Section 9. Deductions. This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, and Social Security, and teacher retirement. Other deductions shall be deemed to have been entered into subject to all provisions of the laws of the State of Nebraska.

Section 10. Compensation Upon Mid-Term Termination. Upon lawful mid-term 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 bears to the twelve months in the annual salary period in which termination occurs. Any portion of the annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Superintendent.

Section 11. 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 12. 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 13. 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.

Section 14. Professional Days. Professional Days will be granted to the Superintendent to attend ESU-9 meetings, NASB meetings, and various workshops during this contract year so long as his absence does not interfere with the proper performance of his duties.

Section 15. Early Notice of Non-renewal. If a Board representative does not inform the Superintendent in writing on or before the 15th day of December of the Board's intention to consider the non-renewal of this contract, the contract will automatically renew for a period of one 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 on or before November 1, and on or before November 1st of any succeeding year of employment.

Section 16. Evaluation. The Board is statutorily obligated to evaluate the Superintendent twice during his first year of employment. The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument to be used.

Section 17. Physical or Mental Evaluation. The Board may require the Superintendent to undergo a physical or mental examination by a physician and/or psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPPA, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

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

Executed by the Board this 19th day of February 2024.

Secretary, Board of Education

President, Board of Education

Executed by the Superintendent this 19th day of February, 2024.

Joe'l Ruybalid