

Regular Board of Education Meeting
Monday, December 11, 2023 6:30 PM

Boone Central High School Art Room
605 South 6th St.
Albion, NE 68620

Agenda

1. Open the Meeting, Recognition of Open Meetings Law and Publication of Meeting
2. Roll Call
3. Agenda and Minutes
4. Welcome Guests
5. Bill Roster and Financial Reports
6. Reports
 - 6.1. Bella Meyer - State School Board Convention panel
 - 6.2. Joe Stump (AMGL) - 2022-2023 Fiscal Financial Audit Report
 - 6.3. 2023-2024 Annual Report
 - 6.4. Boone Central Recognitions
 - 6.5. Continuous School Improvement
 - 6.6. Board Reports
 - 6.7. Superintendent Report
 - 6.8. Principal & AD Reports
7. Discussion of Action Agenda Items
8. Public Comment
9. Action Items
 - 9.1. 2024-2025 Certified Staff Negotiated Agreement
 - 9.2. 2024-2025 ESU7 Special Education Expansion Program
 - 9.3. Sale of the 2021 yellow Midbus
 - 9.4. Handicap Van Purchase
 - 9.5. 2024-2025 Superintendent Contract
 - 9.6. 2024-2025 Early Graduation Requests
 - 9.7. Resignation of Jeanette Zwiener
10. Next Meeting Date
11. Questions by the Media
12. Adjournment

Negotiated Agreement

Between

Boone Central Education Association

And

**Boone Central Schools Board of Education
District 06-0001**

2024-2025

BOONE CENTRAL SCHOOL DISTRICT 06-0001

Negotiated Agreement 2024-2025



Dedicated to Excellence:

Building Character, Creating Opportunities, and Striving for Success

PREAMBLE

This agreement was made and entered into on the 11th day of December, 2023 by and between the Boone Central Schools Board of Education, hereinafter referred to as the “District” and the Boone Central Education Association, hereinafter referred to as the “Association.”

The term of this agreement shall be for the twelve-month period commencing on the 1st day of August, 2024, and ending at 12:00 midnight on the 31st day of July, 2025, and, for the purpose of this agreement, the foregoing period shall constitute the “Negotiated Agreement Year.”

NEBRASKA COMMISSION OF INDUSTRIAL RELATIONS

The Board of Education of the School District recognizes the Association as the exclusive and sole bargaining representative for those employees regularly employed full and part time as teachers as defined at Neb. Rev. Stat. § 79-101(9), including teachers, counselors, and speech pathologists who are regularly employed for or are involved in and have as their primary duty the instruction of pupils in the School District. Excluded from the bargaining unit are those employees employed as administrators as defined at Neb. Rev. Stat. § 79-101(10), including as the superintendent, principals, program directors, and the activity director who do not have as their primary duty the instruction of pupils in the School District.

NEGOTIATIONS PROCEDURES

The two parties to this Agreement believe the following basic procedures are necessary for good faith bargaining to occur:

- Each party will name a negotiation team that will have no more than three members.
- Each team will indicate a spokesperson.
- The names will be exchanged between the parties prior to the first session.
- Each party may request to begin bargaining by contacting the President or spokesperson of the other party.
- All participants shall treat each other professionally and respectfully during discussions.
- The association will present all items to be considered for negotiations.
- The Board may eliminate those items that are issues of management prerogative and usually considered policy issues (i.e. class size, teacher assignments, length of school day, etc.).
- Remaining proposals and counter proposals will be discussed in good faith during the meeting.
- Data indicating prevalent practice may be considered as a part of the decision-making process.

- Final decisions agreed upon by both parties shall be written into the negotiated agreement.

ABSENCE OF A SUCCESSOR AGREEMENT

This agreement shall be effective as of the beginning of the agreement year and shall continue in effect until the end of that agreement year. If a new and substitute contract has not been duly entered into prior to the end of the agreement year, the terms of this contract shall continue in full force and effect until such new and substitute contract is adopted, which shall then be fully retroactive to the beginning of the current school year except that any insurance premium adjustments shall be effective as soon as possible after settlement. (Specifically, if negotiations have not been completed by the end of the agreement year, teachers' salaries would be calculated on the previous years' salary schedule and teachers would not be given credit for movement for experience and additional hours, however, the District will pay for changes in health insurance until agreement resolved.) The district would continue to pay salaries at the same rate as the previous year.

TEACHER RIGHTS

Nothing contained in this agreement shall be construed to deny any teacher those rights provided under Nebraska Law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

The Board will not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this Agreement.

CONTRACT INFORMATION AND COMPENSATION

The compensation and benefits of the certified teachers represented by the Association and employed by the District during the term of this agreement, shall be determined pursuant to the following salary schedule (Appendix A), extra duty schedules (Appendix B), activity worker schedule (Appendix C), and the other terms and conditions hereinafter set forth in this agreement.

Salary Schedule

The salary of each teacher covered by this agreement shall be determined by the salary schedule set forth. The base salary shall be \$38,650 for the 2024-2025 school year.

Salary Schedule Placement

A teacher shall be placed on the salary schedule according to their experience and graduate hours earned, provided such experience has been in an accredited school and there has been no break in years of service. Should a break in years of service have occurred, the teacher shall be allowed 5 years of experience on the salary schedule. This applies only to teachers hired after 2017.

The minimum placement for all new teachers will be BA-Step 3. Teachers initially placed at BA-Step 3 will remain at step 3 until the fourth year of service.

After initial placement on the salary schedule, a teacher will only be allowed to advance two steps during one school year, either one step vertically and one step horizontally or two steps either single direction.

Advancement on the salary schedule will be based on college graduate hours. Horizontal movement beyond the MA column will only be allowed for those hours earned after the master's degree has been awarded. Credit for movement will be based on additional college hours completed in an appropriate educational field. Credit hours must be completed prior to September 1st of the appropriate contract year. Hours for undergraduate work will not be accepted. Any employee who wishes to pursue a master's degree or beyond in a field other than education must first obtain permission from the Board of Education for credit on the salary schedule. Teachers shall be responsible for having an up-to-date transcript of credits and submitted to the Superintendent's Office.

Staff members hired prior to the 2000-2001 school year were allowed to earn graduate hours within a BA-45 Column. Those staff members who earned the appropriate graduate hours before September 1, 2001 were grandfathered in the "BA-45" column and will remain grandfathered until leaving the system or until additional horizontal advancement is earned. The "BA-45" column is reflected on the current salary schedule as the MA-9 column. Those staff members grandfathered shall be allowed to advance horizontally after obtaining their master's degree plus 9 hours (MA-18 column). A grandfathered staff member may advance to the MA-27 column after obtaining their master's degree plus 18 graduate hours.

Salary Schedule revision beginning in August 2020 – The following steps were eliminated at the completion of the 2019-20 school year: BA36/MA-14, MA9-15, MA18-16, and MA36-18. Those staff members previously placed at the eliminated steps will remain grandfathered until leaving the system or until additional horizontal advancement is earned. Starting in August 2020, no additional staff members will be placed at steps BA36/MA-14, MA9-15, MA18-16, and MA36-18. The eliminated steps are reflected in "red" on the current salary schedule.

This is a minimum salary schedule. The Board of Education reserves the right to make special exceptions for unusual circumstances or in order to secure a teacher in a hard-to-hire subject areas. However, this decision will only be an option after all other means have been exhausted to hire a teacher on the salary schedule.

Regular Part-Time Teachers

Regular part time certified teachers will receive prorated benefits covered under this agreement. Certified employees with 0.5 FTE or greater are eligible for health insurance benefits at the prorated percentage. All regular part-time teachers are eligible for prorated life insurance benefits and prorated fitness center membership. Example: 0.5 FTE = 40 hours of sick leave and 8 hours of personal leave. Eight (8) hours of sick leave may be traded for four (4) hours of personal leave. 50% of health insurance premium will be paid by the district.

Extended Contracts and Additional Service Agreements

Teachers hired prior to the 2007-2008 contract year:

- Extended contract time will be determined as needed. Superintendent is responsible for recommending extended contract time to the Board of Education for final approval.
- Extended contract time will be based on a percentage of the teacher's salary. (Contract salary divided by 185 times the number of extended contract days)

Teachers contracted on or after the 2007-2008 school year:

- Additional Service Agreements will be determined as needed. Superintendent is responsible for recommending extended service agreements to the Board of Education for final approval.
- Additional Service Agreement compensation will be calculated by taking 1/185th of the teacher's salary multiplied by the number of additional days stated in the agreement.

Stipend Pay for Curriculum and Professional Development

Curriculum Development and Professional Development outside the regular 185 contract days, or beyond the contract time for a regular part-time employee, will be determined on an as need basis, annually by the administration. Stipends for curriculum work and professional development assigned to a teacher (teacher expected to attend outside of contract time) will be determined based on salary in the BA-1 column for the current year. The hourly rate will be calculated by dividing the current salary in the BA-1 column by 185 contract days, divided by 8 hours per day.

- Rate effective from 8/1/2024 to 7/31/2025 = \$26.11/hour

Summer School Teachers

Summer School, including selection of students, staffing, time and duration, will be determined on an annual basis based on education needs of the district.

Stipends for Summer School teachers will be determined based on salary in the MA-1 column for the current year. The hour rate will be calculated by dividing the current salary in the MA-1 column by 185 contract days, divided by 8 hours per day.

- Rate effective from 8/1/2024 to 7/31/2025 = \$30.82/hour
- Summer School teachers will be automatically compensated 1 hour of "planning time" for each six (6) hours of student contact (teaching hours) time.

Duty Credit for Parent/Teacher Conferences

For the two nights teachers are on duty for Parent Teachers Conferences, teachers will receive credit for one (1) day of service. (i.e. 184 days of teacher duty will be scheduled on the annual calendar, and two nights will be scheduled for Parent Teacher Conferences, which will be credited as the 185th contract day.)

In-House Substitute Teaching

In the event an employee is requested to in-house substitute during plan, travel or lunchtime, the employee shall be paid an additional compensation of \$30.00 (thirty dollars and no cents) per period.

First Year Teachers

Certified staff members hired at Boone Central who are first time teachers may request a September 1st pay check for contract days worked in August and for summer stipend pay.

Release from Contract

Teachers who wish to be released from their contract will be released upon the district receiving a written letter of resignation on or before April 15th. Resignations received after April 15th will be considered by the Board at a Regular Meeting, based on the availability of finding a suitable replacement.

BENEFITS

Disability Insurance

Each teacher shall purchase long-term disability income protection insurance through a carrier selected by the association. The district shall deduct the insurance premium from each teacher's salary on a monthly basis and pay it to the insurance carrier.

Health Insurance

Boone Central School District shall provide and pay for health insurance coverage through the Educators Health Alliance of Nebraska (EHA), prorated according to FTE, for Blue Cross Blue Shield Insurance rates established for the 2024-2025 fiscal year.

The District will offer the following Blue Cross Blue Shield Health Coverage:

- \$1,050 Deductible Health Coverage
- Or, \$3,800 Deductible HSA-Eligible Health Coverage

For employees that elect coverage under the \$3,800 deductible HSA-eligible plan, the school district will contribute the difference in premium from the \$1,050 Deductible Health Plan to the individual's Health Savings Account (HSA) based on current rates.

Dental Insurance

Boone Central School District shall provide and pay for single (employee only) dental insurance coverage through the Educators Health Alliance of Nebraska (EHA), prorated according to FTE, for Blue Cross Blue Shield Insurance rates established for the 2024-2025 fiscal year.

The District will offer the following Blue Cross Blue Shield Dental Coverage:

- PPO – 100% A, 75% B, 50% C (Option 2) Dental Coverage –Employee Only

Employees have the option of purchasing Employee/Children, Employee/Spouse, or Employee/Spouse/Children dental coverage. Employee will be responsible for the difference in cost. Example: Employee/Spouse (\$63.23) minus Employee Only (\$30.13) = \$33.10 responsibility of the employee.

Married Couples – Dental Coverage

Married couples both currently employed by the Boone County School District will receive the following dental coverage:

- PPO – 100% A, 75% B, 50% C (Option 2) Dental Coverage –Employee and Spouse Only

An employee who is employed less than full time and who qualifies for the "Married Couples Dental" benefit will be responsible for their portion of the Employee/Spouse rate according to FTE.

Example: One (1) full time employee and one (1) 0.8 FTE employee. Married couple would be responsible for 20% of half of the cost of the Employee/Spouse Coverage Rate. Rate = \$63.23 (half = \$31.62), \$31.62 x 20% = \$6.32 responsibility of the employee. School would cover \$56.91.

Life Insurance

The School District will contract for a up to \$25,000 group term life insurance plan through National Insurance Services. Coverage amount is based on FTE. Coverage reduces to 65% at age 65, to 50% at age 70 and terminates at retirement.

Vision Insurance

Boone Central School District shall contract for Vision Insurance as an optional benefit to staff. The district shall deduct the insurance premium pre-taxed from those employees choosing to enroll in the Vision Plan.

Supplemental Insurance

Boone Central School District shall contract for Aflac supplemental insurance as an optional benefit for staff. The district shall deduct the insurance premium pre-taxed from those employees choosing to enroll in Aflac.

Sick Leave

Sick leave will be granted at the rate of ten (10) days per year. Leave shall be credited on the first day of each school year and sick leave, which is not used during any one school year, may accumulate up to a maximum of forty-five (45) sick leave days in any one school year. Accumulated sick leave days may be used by a teacher in the case of illness or in case of illness to a member(s) of the teacher's immediate family.

Staff members may trade (1.5) sick leave days for one (1) student support day (limited to two trades per school year).

Immediate family will be defined as wife, husband, father, mother, brother, sister, son, daughter, or other minor child in custody, grandparents, grandchild, aunt, uncle, cousin, and corresponding in-laws.

Sick Leave Requested Beyond Allowable Accumulated Total

A teacher may request sick leave beyond their allowable accumulated total based on the following:

- Allowable Additional Sick Leave
 - Teachers in their first year of employment may request up to ten (10) additional sick leave days at the sub-dock rate.
 - Teachers in their second year of employment and beyond may request up to thirty (30) additional sick leave days at the sub-dock rate.
 - Additional sick leave days requested beyond the maximum listed will be assessed at the full-dock rate.
- Deductions for Sick Leave Beyond Allowable Accumulated Total
 - “Sub-Dock Rate” – compensation reduction amount per day equal to 1/185th of the current year base salary (BA Step 1) plus the cost of benefits paid to the substitute teacher
 - “Full-Dock Rate” – compensation reduction amount per day equal to 1/185th of the teacher's annual total value of all compensation. Annual total value of compensation includes salary, (FICA, Medicare, and Retirement are automatically reduced due to salary reduction) health insurance, dental insurance and disability insurance.

Upon retirement, if qualified for retirement benefits through the Nebraska Public Employees Retirement System, employees will be compensated twenty-five dollars (\$25) per day for unused accumulated sick leave days, payable in the employee's last payroll check. The rate will be prorated according to full-time equivalency (FTE) for part-time employees.

Bereavement Leave

Up to a maximum of 13 accumulated, unused sick leave days may be used in any contract year for bereavement leave in the event of death of an immediate family member or corresponding in-law. Staff may use up to two days of the 15 days of bereavement leave in the event of death of someone other than immediate family or corresponding in-laws. Requests for bereavement leave must be submitted and communicated to the appropriate building principal prior to leave being approved. The first 2 days of bereavement leave will not count towards your unused sick leave days and only deducted from bereavement leave.

Personal Leave

Personal leave shall be granted to teachers at a rate of three (3) days per school year. An additional personal leave day shall be approved by trading two (2) sick leave days for one (1) personal leave day. (limited to one trade per school year and does not penalize an employee trading two sick days for one personal day) Those certified staff members who use less than ½ day of sick leave in a given year will be granted one (1) additional personal leave day the succeeding year.

Personal leave will be granted provided:

- The request is not for a day scheduled as professional development or as Parent Teacher Conferences,
- The request does not exceed the limit of 6 teachers district-wide allowed to use personal leave on a given day,
- The request for personal leave is submitted and communicated to the appropriate building principal at least two (2) contract days prior to the leave day request,
- A substitute teacher is available.

Requests will be considered on a first-come, first-serve basis. The superintendent has the right to adjust this policy in the case of an emergency.

Deductions for Personal Leave Beyond Allowable Accumulated Total

Personal leave requested beyond the allowable days will be denied unless prior approval has been received from the superintendent. If a personal leave day is approved that falls outside the allowable provisions, the teacher will be required to submit the leave as a "full-dock". A full-dock will result in a compensation reduction amount equal to 1/185th of the teacher's annual total value of all compensation. Annual total value of compensation includes salary, (FICA, Medicare, and Retirement are automatically reduced due to salary reduction) health insurance, dental insurance and disability insurance.

Certificated staff members who have unused personal days at the end of the contract year may choose from one of the following options:

- Compensation at a rate of \$60.00 per day to be included in June payroll of that contract year, limited to two days in full-day increments.
- Transfer of up to two (2) personal days to sick leave balance if balance is less than 45-day maximum.

Professional Leave

Two days per year for professional leave, non-accumulative, will be granted at the teacher's discretion with administrative approval. A teacher must make application through his/her principal for professional leave days at least two (2) calendar days prior to the date he/she desires to be absent. Additional days may be taken with administrative approval.

Staff members may use one (1) professional day to attend their own graduation ceremony for earning a Master's Degree.

Assistant Coaches will be allowed one (1) professional day to attend their respective state event. This does not include the school district paying for hotels or meals for these events.

Jury Duty

Teachers called into jury duty shall be paid their regular pay. Jury pay given to the teacher will be paid to the district. However, a teacher being paid for jury duty will be permitted to retain the payment from the court for expenses (i.e. mileage, meal expenses, lodging costs, etc.)

Children of Staff Admitted to Activities

Children of staff members who are in the sixth grade or younger will be admitted free of charge to all school activities scheduled by schools within the District. This does not apply to activities scheduled by the NSAA.

Fitness Club Membership

The district will pay for ½ single annual membership to Boone County Fitness Center for those certified staff members who choose to participate. The contribution to the membership cost is subject to employment taxes.

Emergency Leave Bank

- I. Membership in the Emergency Leave Bank shall be voluntary to district classroom teachers who donate one day of their sick leave time (present year sick leave days, not accumulated sick leave days) during the first five days of the current school year.
- II. Control shall rest with the membership only, governed by a high sense of professional ethics. The purpose of the Emergency Leave Bank is to aid any member in case of severe accident (hospitalization from a car accident, coma from head injury, etc.) or other emergency to a member or to anyone in his/her immediate family or corresponding in-laws, as defined in sick leave.
- III. Teachers become a member of the Emergency Leave Bank by notifying the secretary of the Association and signing a membership list during the first five days of each school year. This list must be dated and signed by the President and Secretary of the Association and the superintendent. A copy will remain in the Superintendent's Office.
- IV. A member of the Emergency Leave Bank agrees to donate one day each year to a common bank for emergency leave, of which any member of the Emergency Leave Bank is eligible to draw upon. At the beginning of the school year, after staff has decided to contribute a day to the Emergency Leave Bank, the Emergency Leave Bank shall contain up to a maximum of 100 accumulative leave days.
- V. A member, after using up the members regularly accumulated sick leave days and personal leave days, may be entitled initially to withdraw up to one fourth days (25 days if the Emergency Leave Bank has not been used) in the Emergency Leave Bank. After using up the members regularly accumulated sick leave days any existing personal leave days must be used as sick leave days before a member can acquire days

from the Emergency Leave Bank. If, at the end of the school year there are more Emergency Leave days remaining, the member in need may acquire up to 50 total days (maximum 25 days more), if the member's leave exceeded more than one fourth the days in the bank.

- VI. Withdrawal from the Emergency Leave Bank must have the approval of the officers of the Association. All disputes will be decided by secret ballot by a simple majority of the officers of the Association and three (3) at large members of the Emergency Leave Bank. Upon appeal, the appeal will be decided upon by secret ballot by a simple majority of the Emergency Leave Bank members. The officers of the Association shall be responsible for informing the Superintendent in writing of any decisions concerning the Emergency Leave Bank.
- VII. At a membership meeting, each member of the Emergency Leave Bank may contribute $\frac{1}{2}$ additional sick leave days to meet the extreme emergency of a member who has not used the bank in that specific year.

GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise concerning the interpretation, application, or meaning of the terms and conditions of employment in this school district. An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the district's employees.

Definition

- A "grievance" is an alleged violation or abuse of any term or condition of employment.
- A "grievant" is an employee(s) who files a grievance.
- "Day" means calendar day: Saturdays, Sundays, and State mandated legal holidays are excluded as the last day of the time limit.
- "Representative" is a person or agent designated to represent either party in the grievance procedure.
- "Party in interest" is a person, agent, or agency with an interest in the grievance.

Procedure

- Grievances shall be processed promptly and expeditiously.
- Time notwithstanding, grievances shall be adjudicated as set out within this grievance procedure.
- Formal grievance shall be filed in writing. Communications and decisions concerning formal grievance shall be in writing.
- Provided requests for grievances are filed two (2) days prior to the hearing, parties in interest shall be permitted representatives limited to two persons at all levels of the procedures, and witnesses determined by the person or body conducting the hearing, provided requests for such are filed two (2) days prior to the hearing.
 - Failure by a grievant to process a grievance within the specified time limit shall render the grievance as waived or settled in favor of the Board of Education.
 - After Level III, there shall be no additional evidence submitted during the grievance process.

Processing

Level I - Informal Grievance - In order to resolve the grievance, a grievant shall discuss informally with his/her immediate superior, the principal, any alleged violation of abuse

making up the grievance within fourteen (14) days of the occurrence. Failure to resolve the grievance within (7) days shall advance it to Level II.

Level II - Formal Grievances - A grievant shall file a formal written grievance with the principal within thirty (30) days of the occurrence, and said writing shall contain a precise statement of the nature of the grievance, shall identify the article or provision of the contract or item arrived at through negotiation allegedly violated, shall present the evidence, shall state the remedy requested, and shall be signed by the grievant. The principal shall issue a decision within seven (7) days of receipt.

Level III - Appeals to the Superintendent of School

- Within five (5) days of the decision at Level II, the grievant may request an appeal to the superintendent. The appeal shall include all materials previously submitted.
- The superintendent shall establish a hearing within ten (10) days following such requests and shall notify the grievant at least five (5) days prior to the hearing date.
- Within five (5) days after the hearing, the superintendent shall notify the parties in interest of the decision.

Level IV - Appeals to the Board - Grievances appealed to the Board shall be processed as in Level III, except that the Board will establish a hearing within thirty (30) days.

General Provisions

- No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
- The filing or pendency of any grievance shall not impede the normal management and operation of the schools.
- All records of grievance processing shall be filed separately.
- Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

CONCLUSION

In the event that any provision of this Agreement or any part thereof is, for any reason, found by court of competent jurisdiction to be in violation of the state or federal constitutions, statutes, or regulations, or to be otherwise unenforceable, the remainder of this agreement, and each other provision or part thereof shall remain in full force and effect.

The parties acknowledge that during the negotiations which have resulted in this agreement, they and each of them has had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all of the understandings and agreements arrived at the thereby are set forth in this agreement, and that it shall constitute entire agreement between the parties for the period herein stated and the same shall not be altered, amended, supplemented, deleted, enlarged, or modified except through the mutual agreement set forth in writing and signed by the parties hereto.

Anything therein to the contrary notwithstanding, the Board, except as is expressly provided in this agreement, reserves exclusively onto itself all rights, powers, discretions, authorities, and prerogatives vested in it whether exercised or not; and nothing herein shall be construed in any manner as constituting a delegation or waiver of any such rights of, powers, discretion, authority of prerogative.

DOCUMENT AUTHORIZATION

In witness whereof, the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on this day and year December 11, 2023.

Boone Central Education Association
Chairman, Negotiations Committee

Date: -----

Boone Central Board of Education
Chairman, Negotiations Committee

Date: -----

Boone Central Education Association President

Date: -----

Boone Central Board of Education President

Date: -----

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT BOONE CENTRAL SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Boone Central Schools**, legally known as **Boone School District 06-0001**, and referred to as "the Board" and "the District" respectively, and **Jeffrey C. Schwartz**, 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 two (2) year(s) beginning on July 1, 2024, and expiring on June 30, 2026. References to "contract year" shall mean the period from July 1st through June 30th. The Superintendent's generally expected working days shall consist of all days Monday through Friday, but generally not Saturdays and Sundays and any holidays or leave days listed in Section 11. However, the Superintendent will work all days necessary to complete the Superintendent's duties, even if those are weekend days or holidays. The Superintendent shall keep complete and accurate records of 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 December 2024 board meeting (and each December thereafter) of the Board's intention to consider the nonrenewal or amendment 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 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 January board meeting during each year of this contract. 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 \$137,417.00 which shall be paid in 12 equal monthly installments beginning in the month of July 2024. 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 and shall be subject to the School Employees Retirement Act. 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 District shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that the Superintendent is 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, the Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the 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 that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the Superintendent's application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Superintendent will advise the Board immediately; (2) the Superintendent has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska

Administrative Code; and (3) the Superintendent has not had any professional licenses or certificates suspended or revoked.

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 all required duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. By agreement with the Board, the Superintendent 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 District.

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. The Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the 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. § 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 District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its 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 obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform any of 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 thirty (30) days, 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 the Superintendent for mileage required in the performance of official duties at the then-current IRS rate.

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

a. Health Insurance. Health insurance through the District's health insurance carrier for the employee; employee and children; employee and spouse; or employee, spouse, and children (as applicable).

b. Dental Insurance. Dental insurance through the District's health insurance carrier for the employee; employee and children; employee and spouse; or employee, spouse, and children (as applicable).

c. Life Insurance. The Superintendent shall be provided the same Life insurance coverage as provided to other certificated school district employees.

d. Disability Insurance. The Superintendent shall purchase long-term disability insurance from the District's carrier at the Superintendent's own expense.

e. Sick Leave. The Superintendent shall be entitled to twelve (12) days of sick leave per year which may accumulate to a total of forty-five (45) days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.

f. Vacation. Superintendent Schwartz shall be given twenty (20) vacation days per contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled board meeting(s) or at times when the Superintendent's duties require attendance at school. The Superintendent shall report vacation days through the school districts leave request program.

g. Professional Development. The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.

h. Professional Dues. The District will pay the annual dues for the Superintendent's membership in the following organizations: NCSA and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.

i. Bereavement Leave. The Superintendent shall be permitted bereavement leave as provided in District policy.

j. Holidays. The Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. Starting with contract year number 5 (2028-2029) school year, the day after Thanksgiving and the day before or after Christmas day will be considered paid leave days. Should Christmas day fall on a weekend, the Superintendent shall choose whether this paid leave is a Friday or Monday.

k. Section 125 Plan. The Superintendent shall be permitted to participate in the District's Medical Reimbursement Plan for purposes of claiming qualifying health care and dependent care expenses.

I. Cell Phone. The Superintendent shall be required to purchase and maintain a cellular phone so that the Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Superintendent up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.

m. 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 \$750.00 or more.

Section 12. Residence/Domicile in District. The Superintendent shall establish domicile and principal residence within the boundaries of the District as they exist on the first duty day under the terms of this contract; and, the Superintendent shall maintain domicile and residence within the boundaries of the District during the term of this contract, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent does not establish domicile and principal place of residence within the District at the commencement of employment, the Superintendent shall move the Superintendent's domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational

system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the District; (3) to be involved in school and community activities bringing the Superintendent in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which the Superintendent is the educational leader.

Section 13. 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 14. Compensation Upon Termination and Credit for Accrued Vacation. 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 months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

Section 15. Evaluation. The Board shall evaluate the Superintendent once per year with yearly evaluations occurring no later than the regular December meeting. The Superintendent shall: remind the Board members in writing of this provision no later than its regular November meeting; make the Superintendent evaluation an agenda item for the regular December Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 16. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by 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 duties or position as the Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the Superintendent acted in good faith and in a manner which the Superintendent reasonably believed 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 17. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, the Superintendent 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 state and federal law, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of the position.

Section 18. 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 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 the Superintendent of the alleged reasons for the proposed action and provide 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 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 19. 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 20. 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 21. 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 ____ day of _____, 2023.

President, Board of Education

Treasurer, Board of Education

Executed by the Superintendent this ____ day of _____, 2023.

Superintendent