

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT SOUTH CENTRAL NEBRASKA UNIFIED SYSTEM 5

THIS CONTRACT is made by and between the Board of Education of South Central Nebraska Unified System 5, legally known as Nuckolls County School District 65-2005, and referred to as "the board" and "the school district" respectively, and Randall Gilson, 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 18th day of February, 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 term of two years beginning on July 1, 2014, and expiring on June 30, 2016. References in this contract to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays, Sundays, and New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Section 2. Salary. The superintendent's salary for the 2014-15 contract term shall be \$124,100 which shall be paid in 12 equal monthly installments beginning in the month of August 2014. The board and superintendent shall negotiate regarding the salary and fringe benefits for the 2015-16 contract year. During the term of the contract, the board shall not reduce the superintendent's salary or fringe benefits but may increase them as an amendment hereto, without such amendment constituting a new contract, requiring a hearing, or extending the length of this contract.

Section 3. Renewal of Contract. If a board representative does not inform the superintendent in writing on or before the 30th day of December, 2014, 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 the expiration date in Section 1. The superintendent shall remind the board in writing of this provision on or before November 1, 2014 and on or before November 1st of any succeeding year of employment. At the time of each contract renewal and/or amendment the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

Section 4. Professional Status. The superintendent affirms that he is not under contract with any other school board or board of education covering any part or all of the term of this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in the central administrative office of the school district. This contract shall not be valid and the board will not

compensate the superintendent for any service performed prior to the date that he registers his certificate.

Section 5. 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 his time, skill, labor and attention to his duties throughout the contract term. He shall be subject to the direction and control of the board at all times and shall perform such administrative duties as the board may assign him from time to time. By agreement with the board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations so long as they do not interfere with carrying out his duties and obligations to the school district.

Section 6. 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. He shall organize, reorganize, and arrange the administrative and supervisory staff, and select, place and transfer personnel with the concurrence of the board. He is 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 7. 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) 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 continued performance of his duties. The procedures for cancellation or mid-term amendment shall be in accordance with state statutes.

Section 8. Disability. If the superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for more than six (6) months, or if the disability is permanent, irreparable, or of such a nature as to make performance of his 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 9. Transportation. The board shall provide the superintendent with a school vehicle for school-related transportation. When a vehicle is unavailable, the school district shall reimburse him for mileage required in the performance of his official duties at the rate approved by the board.

Section 10. Professional Development. The superintendent may attend appropriate professional meetings at the local, state, and national levels, and the district shall pay the expenses when attendance is customary or is approved by the board.

Section 11. Fringe Benefits. The school district will provide the superintendent with the fringe benefits described below.

Health Insurance. The school district will provide the superintendent with family health and dental insurance, PPO, \$750 deductible, through the insurance carrier selected by the board.

Leave. The school district will provide the superintendent with 15 leave days for the 2013-2014 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 school district will provide the superintendent with as many as 15 days to bring the total to no more than 15 days. The superintendent shall notify the board president prior to taking any leave day(s), record his leave days in a log provided by the board which he shall keep current in the central office and provide to the board president and board upon request. He shall give the board a written report each month regarding the number of leave days he has taken. The board may require the superintendent to use leave days.

Sick Leave. The school district will provide the superintendent with 10 working days of sick leave per year, accumulative to a total of 60 days. For the purpose of this section, the term working days shall not include any Saturday, Sunday or legal holiday defined in Section 1. These 10 days may be used for personal sick leave or to care for immediate family members to include his spouse, children, or parents. If he qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay. The superintendent will not be paid for any unused sick leave when he terminates his employment.

Professional Dues. The school district will pay the annual dues for the superintendent's membership in the following organizations: Nebraska Council of School Administrators and American Association of School Administrators.

Disability Insurance. The superintendent shall be required to purchase disability insurance from the school district's carrier at his own expense, and the board will reimburse him for the premium cost.

Term Life Insurance. The school district shall pay the premium for term life insurance policy for the superintendent in the amount of \$50,000.

Section 11. Professional Development. The superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the board, he may attend appropriate professional meetings at the local, state, regional and national level and the school district will pay for valid expenses of attendance.

Section 12. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The school district may withhold other deductions as the superintendent and board may agree.

Section 13. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the superintendent from this contract; provided no resignation shall become effective until expiration of the contract unless accepted by the board, and the board shall fix the time 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 Superintendent's compensation shall be the percentage of his annual salary based upon the number of months, or fractions of months, he has served in the contract year. For example, if he has served three months, he shall receive one-fourth of his annual salary. If he has served four and one-half months, he shall receive 37.50 percent of his salary (4.5 divided by 12). 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 twice during his first year of employment and at least once each year thereafter. The superintendent shall remind the board members of the evaluation in writing at least 45 days before the date of the evaluation and shall provide them with the written evaluation instrument to be used.

Section 16. Legal Actions. The board will support the superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the superintendent as a result of his performance of his duties or his position as superintendent of the district, the board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner

which he 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 his conduct was unlawful.

Section 17. Physical or Mental Examination. The board shall have the authority to require the superintendent to undergo a physical or mental examination by a physician and/or a psychologist of the board's choosing. 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 his position.

Section 18. Governing Laws. The board and superintendent shall be governed by all applicable state and federal laws, rules, and regulations in the performance of their 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 shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of this contract.

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

Executed on _____, 2014. _
Francis Schroer, Board President

Executed on _____, 2014. _
Kim Story, Board Secretary

Executed on _____, 2014. _
Dr. Randall Gilson, Superintendent