

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Washington County School District 89-0001, a/k/a Blair Community Schools**, hereinafter referred to as "the Board," and Randall D. Gilson, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 12 day of February, 2018, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

Section 1 - Term of Contract. This Contract is for a term of two (2) years beginning on the 1st day of July 2018, and expiring on the 30th day of June 2020, unless extended in one (1) year increments under the terms of this Section, or unless earlier terminated under Section 9 of this Contract. A "contract year" for purposes of this Contract shall be from July 1 to June 30, and shall consist of 260 work days, and the Superintendent shall be on duty on all week days during "Duty-Time" as that term is defined herein, except for Holidays and Vacation, Sick, or Bereavement days as provided herein. On or before January 15th of the last year of the Contract or the last year of the Contract if it has been extended, the Superintendent shall, by written notice, advise the Board his willingness to extend the Contract for a period of one (1) year at the end of the current term. Upon receipt of such written notification by the Superintendent, the Board shall notify the Superintendent, in writing, on or before February 15th of the last year of the contract or the last year of the contract if it has been extended, if the Contract will or will not be extended for a period of one (1) year. The Contract may only be extended or terminated or cancelled upon express and formal action by the Board.

Section 2 - Salary. The annual salary shall be: One Hundred and Sixty-Thousand Dollars (\$160,000). Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District. In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract. The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, shall not reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years. This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and the School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

Section 3 - 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 the Superintendent would otherwise be expected to be at work.
- i. Vacation. The Superintendent shall be allowed twenty (20) working days of vacation leave during each contract year to be taken at such times as selected by the Superintendent, with advance notice to the Board. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school.
 - ii. Accumulation and Carry-over of Vacation Days. The Board believes that periodic vacation is beneficial for the effective discharge of duties and intends that vacation be used during each contract year. Vacation days shall not accumulate from contract year to contract year and any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be no greater than twenty (20) days.
 - iii. Sick Leave. The Superintendent shall be allowed ten (10) working days of sick leave each contract year with 30 days accumulation of sick days from contract year to contract year.
 - iv. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.
 - v. Log. All vacation and sick leave days used by the Superintendent shall be logged by Superintendent, reported to the Board Secretary and Board President, and entered into the District's employee payroll and benefits database system. The Board Secretary shall report such leave to the Board on a quarterly basis.
 - vi. Reimbursement for Unused Days. There shall be no reimbursement for any unused sick days at the end of each contract year or upon resignation or termination of this contract.
- b) Health and Dental Insurance. The District shall pay for health and dental insurance for which the Superintendent is qualified under the District's group insurance plan, equal to that provided to teachers.
- c) Disability Insurance. The District shall pay for disability insurance under the District's group plan, equal to that provided to teachers.
- d) Meetings and Dues. The Superintendent shall participate in professional activities, including but not limited to national, state, and local educational associations, conferences, and workshops that support and reflect the goals and objectives of the district, provided that such participation does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such professional activities shall be remitted or reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to professional or community service organizations suitable for the Superintendent's position upon the Superintendent's request.

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- e) Transportation and Travel Expense Reimbursement. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate established by the Board. The Superintendent shall also be reimbursed for all reasonable and proper business travel and other out-of-pocket expenses incurred in connection with the performance of duties and responsibilities on behalf of the District. The Superintendent shall present an itemized and detailed accounting of such transportation and/or travel expenditures and receipts as required by the District and in conformity with applicable laws and regulations of the Internal Revenue Service.
 - f) Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. The Board shall have professional liability insurance for the Superintendent with the same policy limits and insurance coverage as is provided for the members of the Board of Education and certified staff of the District.
 - g) Avoidance of Fines or Penalties. The District may elect to not provide any benefit set forth in the Contract in the event the District determines in its discretion that the provision of the benefit would result in a fine or penalty. In the event the District makes such an election, the District shall negotiate with the Superintendent to obtain a like-benefit that would not result in a fine or penalty, and in the event such is not available, the Superintendent's salary shall be grossed up in an amount equal to the cost savings from not providing the benefit (excluding the costs of fines and penalties).
 - h) Cell Phone Reimbursement. The District requires the Superintendent to have a cellular phone or other electronic device to provide immediate and/or remote access to the Superintendent. As a result, the District shall pay the Superintendent a monthly cellular phone allowance of \$80.00, not to exceed \$960.00 per contract year.
 - i) Physical Examination. The Superintendent agrees to have a comprehensive physical examination performed by a licensed physician once each year during the term of this Contract. The cost of such physical examination that is not covered by health insurance shall be paid by the District. The examining doctor shall provide the board secretary with a certificate of fitness for duty

Section 4 - Residency. The Superintendent shall reside within the School District during the term of this contract.

Section 5 - Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board

of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract. The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent. 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 remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

Section 6 - Duties. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other reasonable and customary duties as the Board may assign. The Superintendent agrees to devote full time to the assigned duties during "Duty Time" as defined herein, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties. For purposes of this Agreement, the term "Duty-Time" shall mean that portion of the Superintendent's professional duties performed during the regular school and work day in addition to the duties to be performed outside the regular school and work day for meetings of the Board of Education and other meetings, events or activities where the Superintendent's presence is required. Regular school and work day "Duty-Time shall include (1) generally 7:30 a.m. to 4:30 p.m. when school is in session; and (2) generally 8:00 a.m. to 4:00 p.m. when school is not in session, provided that the Superintendent may determine in his/her sole discretion the exact hours of each day when he/she shall be on duty during the work day. In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and at other assigned duties is an essential function of the Superintendent's position.

Section 7 - Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The Superintendent and Board

agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

Section 8 - Evaluation of the Superintendent. The Board shall evaluate the Superintendent in accordance with applicable state statutes and Board of Education policy. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate. The Superintendent shall be evaluated twice during the first contract year and once during each subsequent contract year, unless the Board deems additional evaluations appropriate. Upon completion of such evaluation, the Board may take any action as a result of such evaluation that it deems reasonable and proper. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a written response to the evaluation. Any evaluation or assessment of the Superintendent by the Board or written response by the Superintendent shall be retained in and become part of the Superintendent's personnel file.

Section 9 - Contract Termination or Cancellation. This contract may be terminated or cancelled as follows:

- a) Grounds for Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; and (6) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties. The Superintendent may then be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law.
- b) Effect of 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 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 salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.
- c) Fitness to Perform Duties: Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical incapacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, place the Superintendent on leave of absence and appoint an Acting Superintendent for the District. The Board of Education may also, in its discretion, make a proportionate

reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.



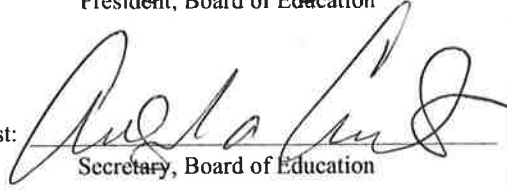
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Section 10 - Return of District Property. Upon termination of the Superintendent's employment for any reason, the Superintendent will immediately return to the District all District property in the Superintendent's possession including all data, electronic information, documents, keys, fobs, security badges or cards, computers and related equipment or software, credit cards, and any other District property furnished to the Superintendent by virtue of employment. The Superintendent agrees not to retain or make copies of District data, electronic information, or documents upon notification of termination or non-renewal of the contract.

Section 11 - Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

Section 12 - Amendments and Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. 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.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before XXXXX XX, 2018 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this <u>2</u> day of <u>FEBRUARY</u> , 20 <u>18</u>	Executed this <u>12</u> day of <u>February</u> , 20 <u>18</u>
<p style="text-align: center;">Randall D. Gilson</p> <p>By: <u></u> Superintendent</p>	<p style="text-align: center;">Board of Education of Washington County School District 89-0001, a/k/a Blair Community Schools</p> <p>By: <u></u> President, Board of Education</p> <p>Attest: <u></u> Secretary, Board of Education</p>