SUPERINTENDENT CONTRACT
For School Year
2017-2018

It is hereby agreed by and between the Board of Education of the Broken Bow School District No 25, located in Custer County in the State of Nebraska, hereinafter called the Board, and Thomas Bailey, hereinafter called the Superintendent.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the meeting held on December 19, 2016 the Board hereby agrees to employ Thomas Bailey as Superintendent for a one (1) year period commencing July 1, 2017. Both parties agree that the employee shall perform the duties of the Superintendent in and for the public school in the district as prescribed by the laws of the State of Nebraska and by the policies, rules and regulations made hereunder by the Board of the District. The Superintendent shall be employed for a period of 1 year, beginning on the first day of July, 2017, and expiring on the 30th day of June, 2018.

1. Salary paid the Superintendent shall be $133,000, payable in 12 equal installments on the regular pay day of the District. The salary shall be subject to all statutory, regulatory, or other legally-required deductions.

   Benefits due according to this contract are:

   A. Reimbursement for mileage incurred outside of the school district, payable at the State reimbursement rate per mile.

   B. Health and Dental Insurance for which administrator is qualified.

   C. Life Insurance - $50,000.00 term policy, the premium of which will be paid by the Board.

2. In consideration of the agreements stated, the Superintendent agrees to perform faithfully the duties of Superintendent and to serve as Chief Executive Officer of the Board and Chief Administrative Head of the school system. The annual salary shall be paid in equal installments in accordance with the policies of the Board governing payment of other professional staff members of the District. The board retains the right to adjust the annual salary upward during the term of the contract, as an amendment, without such adjustment constituting a new or amended contract or extending the term of this contract. Daily salary shall be 1/260th of the annual salary and shall be the basis of payment or deductions in the event of loss of time or resignation.

3. During the term of this contract, in the event the Superintendent violates any provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which substantially inhibits the Superintendent's ability to discharge the duties set forth herein, including, but not limited to: (a) becoming legally disqualified to administer in the State of Nebraska; (b) participation in any fraud; (c) causing any intentional damage to property; (d) engaging in any unlawful act; (e) becoming physically or mentally disabled; (f) insubordination; (g) neglect of duty; or (h) immorality; then the contract of the Superintendent may be cancelled or not renewed; provided, however, that nothing in this contract shall be construed to modify the requirements of the applicable provisions of § 79-824 to § 79-842 that pertain to the Superintendent or the Superintendent's employment.

4. The Board shall evaluate the Superintendent at least once annually. Such evaluation will be done in a manner consistent with the job description of the Superintendent and any policies pertaining to the role of the Superintendent within the District. The evaluation form shall be made known to the Superintendent and shall be consistent with the job description of the Superintendent, the requirements of policies pertaining to the superintendency, and the terms and conditions of this contract.

5. Throughout the term of this contract the Superintendent shall devote his time, skill, labor, and attention to the position for which he is herein employed, provided, however, that the Superintendent may, with the permission of the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional activities, subject to such reasonable terms as the Board may decide.

6. The Superintendent is authorized to organize, reorganize, and arrange the administrative and supervisory staff with the concurrence of the Board. The administration of instruction and business affairs shall be lodged with the Superintendent. The responsibility for the selection, placement and transfer of personnel shall be with the Superintendent with approval of the Board. The Board, or its individual members, shall refer all criticisms, complaints, and suggestions to the Superintendent for study and recommendation.

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

terminated.

8. The Superintendent shall receive 10 sick days, 28 vacation days (3 of which must be used during the school's scheduled Christmas Break) during each year of employment, subject to the following provisions. The Superintendent shall use the District's Attendance Program to create an accurate record of his/her leave from the District which will be available for review by the Board at any time.

   A. Any vacation granted to the Superintendent by this contract shall be used by no later than the last day of the 14th month following the beginning date of the contract, provided that upon agreement between the Superintendent and the Board President, that date may be extended to a later date certain.

      In the absence of such extension, and in the event the Superintendent does not use the said vacation days, the Superintendent waives his right to use the said vacation days, and shall be stopped from making any claim for their use or for payment in lieu of their use, and the District shall have no obligation to the Superintendent to pay for any such vacation days.

   B. The annual allotment of sick days are cumulative to a total of 90 days. When accumulated sick days are used up, long term disability rules may apply. The Superintendent shall not be compensated for any accumulated sick leave existing upon the cancellation, termination or expiration of this contract.

   C. Legal Holidays. The Superintendent will receive the following paid holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving (2 days – Thursday and Friday), and Christmas (2 days – Christmas Day and one day either before or after), which paid holidays shall not count against the vacation days referred to in Paragraph 8, above. The Superintendent shall be on duty on all week days except the foregoing legal holidays and days elected as vacation or sick days.

9. This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, social security, and teacher retirement. Other deductions may be withheld as agreed to by the parties to this contract. This contract shall be deemed to have been entered into subject to all provisions of the laws of the State of Nebraska.

10. The Board may require the Superintendent to continue his professional development and to participate in relevant learning experiences. The Superintendent may, therefore, with the approval of the Board, obtain a membership in professional organizations, and attend appropriate professional

meetings at the local, state, regional and national levels. Valid expenses of required attendance shall be borne by the District in a sum or sums not to exceed the amount for such memberships or activities in the Superintendent's *Dues & Fees* and *Travel & Mileage* budget line items. Nothing herein shall be construed to prevent the Superintendent from joining such organizations as Superintendent shall choose, or to attend such activities as the Superintendent shall choose, provided that in the absence of Board approval, the membership fees shall be paid at the sole expense of Superintendent and the expense of attending professional meetings likewise shall be borne at the expense of the Superintendent and days of attendance at such meetings shall be treated as vacation days, provided Superintendent has not at the time of the attendance of such professional meetings already expended Superintendent's allotment of vacation days.

11. The Superintendent shall receive personal benefits accorded to other professional employees of the District, and such other benefits that may be determined by the Board.

In Witness Whereof, the parties have executed this Contract on the date indicated below:

_____ _____

Board President Board Secretary

Executed by the Superintendent this ____ day of _____, 20____.

_____

Superintendent