

# SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

**THIS CONTRACT** is made by and between the Board of Education of Shelton Public Schools, (legally known as Buffalo County School District 10-0019, and referred to herein as "the Board" and "the School District" respectively), and Brian Gegg, referred to herein as "Superintendent Gegg" and by the pronouns "he," "him," and "his." The Board agrees to employ Mr. Gegg as Superintendent of Schools and he agrees to accept such employment subject to the terms and conditions herein.

**Section 1. Term of Contract; Contract Days.** Superintendent Gegg shall be employed for a period of two years beginning on **July 1, 2019**, and concluding on **June 30, 2021**. References to "contract year" shall mean the periods from July 1st through June 30th and shall consist of all days except Saturdays, Sundays, and the holidays as listed on the School District calendar. If one of these holidays falls on a weekend, the observed holiday day will be a day off.

**Section 2. Renewal of Contract.** The Board will discuss Superintendent Gegg's performance with him each January and may, by agreement with him, extend the contract for one additional year through **June 30, 2022**.

**Section 3. Salary.** Superintendent Gegg's salary for the **2019-2020** contract year is \$130,000 (One Hundred and Thirty Thousand Dollars and No Cents). The Board shall pay this salary in 12 equal monthly installments in accordance with its policy and practice regarding the payment of certificated staff. The Board and he shall negotiate the amount of his salary for the 2020-2021, but it shall not be less than his 2019-2020 salary. The Board shall not reduce his salary during the term of this contract, but may increase it and/or his benefits as an amendment to the contract without such amendment constituting a new contract requiring a hearing, or extending the term of the contract.

**Section 4. Professional Status.** Superintendent Gegg affirms that he is not under contract with any other 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 Nebraska. He will register his certificate in the school district's central administrative office where he will maintain it on file. This Contract will not be valid and the Board will not compensate him for any service he performs before the date of registration.

**Section 5. Superintendent's Duties.** Superintendent Gegg's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. He is subject to the direction and control of the Board at all times and shall devote his time, skill, labor and attention to his duties throughout the contract term. He is the chief administrative officer for the district and, with the concurrence of the Board, he is responsible for implementing Board policy, organizing the administrative and supervisory staff, selecting, placing, and transferring personnel; administering the instruction of students, and conducting the business affairs of the School District.

**Section 6. Board's Duties.** The Board is responsible for formulating and adopting policy. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to Superintendent Gegg for action, study and/or recommendation, as appropriate.

**Section 7. Evaluation of Superintendent Gegg.** The Board shall evaluate Superintendent Gegg once each year or more often if and when it deems it appropriate to do so.

**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 Superintendent Gegg'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) intemperance; (k) conviction of a felony; or (l) any conduct that substantially interferes with his continued performance of his duties. The procedures for cancellation or amendment shall be in accordance with state statutes.

**Section 9. Disability.** If Superintendent Gegg is unable to perform his duties by reason of illness, accident or disability beyond his control and the disability continues for a period longer than his accumulated sick leave, the Board shall make a proportionate reduction of his salary. If the disability appears to be permanent, the Board may require him to undergo a medical examination to determine whether he is able to perform the essential functions of the position of superintendent. If, after such procedures as are required by law, the Board determines that the disability is permanent, irreparable, or of such a nature as will make the performance of his duties impossible, it may cancel his employment and this contract, whereupon the rights, duties, and obligations of both parties shall be terminated.

**Section 10. Transportation.** The Board shall provide Superintendent Gegg with a vehicle or other mode of transportation for the travel required in the performance of his official duties or shall reimburse him for mileage at the rate approved by the Board or for the actual cost of the transportation (e.g. the cost of tickets for travel by plane).

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

**a. Health Insurance.** The District shall pay the premiums for family health and dental insurance.

**b. Disability Insurance.** The District shall provide and pay the premium for disability insurance for Superintendent Gegg.

**c. Sick Leave.** Superintendent Gegg shall be entitled to **13** days of sick leave per year, which may accumulate to a total of **40** days. If he qualifies for disability pay under the disability policy, he shall be required to take the disability pay instead of sick leave pay. He shall not be reimbursed for any unused sick leave days.

**d. Vacation Days. Vacation.** Superintendent Gegg shall be given twenty (20) vacation days each contract years and shall be permitted to "rollover" 5 unused vacation days per year to accumulate a maximum total of twenty-five (25) vacation days. With the approval of the Board President, he may take up to ten (10) days during the school year and may use his vacation days outside the regular school year as he chooses so long as his absence does not interfere with the proper performance of his duties. The parties agree to cooperate to arrange vacation time so as to cause the least inconvenience under the circumstances to the normal operation of the District. He shall develop a system for recording his use of vacation days and shall keep such records current and on file in the district's central office. Annually, at the Board's regularly scheduled August meeting, and at other times upon the Board's request, he shall report to the Board on the number of vacation days he has used. The Board may require him to use his vacation days and shall compensate him for unused vacation leave upon the conclusion of his employment.

**e. Professional Development.** Superintendent Gegg is expected to continue his professional development and to participate in such learning experiences as are approved by the Board. The District will pay the necessary and reasonable expenses for attending such meetings.

**f. Professional Dues.** The District will pay the annual dues for Superintendent Gegg's membership in the Nebraska and National Associations of School Administrators.

**g. Professional Publications.** The District will pay the annual subscription fees for professional publications.

**h. Life Insurance.** The district will pay the premium for a term life insurance policy covering Superintendent Gegg with coverage of Fifty Thousand Dollars (\$50,000).

**Section 12. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation. The School District shall withhold such other deductions as Superintendent Gegg and Board agree.

**Section 13. No Penalty for Release or Resignation.** There shall be no penalty for the release or resignation of Superintendent Gegg from this contract; provided, no resignation shall become effective until the contract's expiration date unless the Board accepts it and fixes the date when the resignation shall take effect.

**Section 14. Compensation upon 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 12 months in the annual salary period in which termination occurs. Superintendent Gegg shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract.

**Section 15. Legal Actions.** The Board will support Superintendent Gegg if there is a legal dispute caused by his carrying out his duties properly. If he is threatened with legal action, including a complaint to the Nebraska Commissioner of Education, or if such an action is filed as a result of his performance of his duties or his position as Superintendent, 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 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 his conduct was unlawful.

**Section 16. Physical or Mental Examination.** The Board may require Superintendent Gegg to undergo a physical or mental examination by a physician and/or psychologist of its choosing. Any physician or psychologist's report to the Board must address whether Superintendent Gegg is able to perform the "essential functions" of his position.

**Section 17. 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 contact.

**Section 18. Amendments to be in Writing.** This contract may be modified or amended only in writing that is duly authorized and executed by the Board and Superintendent Gegg.

**Section 19. Severability.** If a court of competent jurisdiction should declare any portion of this contract invalid or unenforceable, such declaration shall not affect the validity or enforcement of the contract's remaining provisions.

**Section 20.** This contract supersedes all previous contracts between the parties, and all such previous contracts are void as of **June 17, 2019**.

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

Executed by the Board this 17<sup>th</sup> day of June, 2019.



President, Board of Education



Secretary, Board of Education

Executed by Superintendent Gegg this 17<sup>th</sup> day of June, 2019.



Brian Gegg, Superintendent