

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS CONTRACT is made between the Board of Education of the Bertrand Public School District No. 54 located in Phelps County in the State of Nebraska, (hereinafter call the Board) and Dr. Dennis C. Shipp, (hereinafter called the Superintendent).

WITNESSETH: That the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions.

1. The Superintendent shall be employed for a period of 3 years beginning on July 1, 2017, and expiring on June 30, 2020. References to "contract year" shall mean the period from July 1, through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in this agreement. The Superintendent affirms that he is not under contract with another school district Board of Education covering any part or all of the same term provided in this Contract.

2. If a Board representative does not inform the Superintendent in writing on or before the 7th day after the regular December board meeting in 2019 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 July 1, 2020 and will expire on June 30, 2021. The Superintendent shall remind the Board in writing of this provision no later than its regular November meeting in 2019 and shall make the renewal of his employment contract an agenda item for the regular December in 2019 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 insure that the district has complied with the Superintendent Pay Transparency Act.

3. The Superintendent's salary' shall be \$ 142,236.17 for the 2019-2020 contract year. For each successive contract year covered by this contract, the parties will negotiate the Superintendent's salary which shall not be less than \$ 142,236.17. Payments during each contract year shall be paid in 12 equal monthly installments beginning in the month of July 2019. 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.

4. During the term of this contract, the Board may discharge the Superintendent if he materially breaches any provision of this Contract, performs any act that substantially inhibits his ability to discharge his duties or does anything that constitutes just cause for discharge. All such proceedings must be conducted pursuant to and be in conformity with Nebraska statutes governing the cancellation of certificated school district employee's employment. Nothing contained herein shall prevent the suspension of the Superintendent, with pay, from his/her duties during the pendency of such proceedings. Provided, however, that the extent that the board is permitted to terminate the Superintendent's contract without just cause, by reference to the laws of the State of Nebraska, the Board retains said right and said right of termination without just cause is incorporated herein with contract paid in full. 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.

5. The Superintendent is charged with the responsibility of the administration of the administrative, instructional and business concerns of the District, subject in all cases, however, to the concurrence of the Board. The Superintendent's duties shall be as prescribed by statute and by board policies, rules, regulations and directives. 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.

6. The Board shall be primarily responsible for formulating and adopting Board 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.

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 discretionary leave during the school year, the Board may in its discretion make a deduction for the salary stipulated herein. Should the Superintendent be unable to perform his duties by reason of illness, accident, or other disability beyond his control, and such disability shall continue for more than twelve (12) months, or is such disability is permanent, irreparable or of such a nature as to make performance of his duties impossible, the Board may in its discretion terminate 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 long term disability insurance coverage finished by the District.

8. The Board shall provide the Superintendent with transportation required in the performance of his official duties during the term of his employment or shall reimburse him for such mileage at the rate set by the Nebraska Department of Administrative services.

9. During the terms of employment, the Superintendent shall be entitled to Twenty (20) working days of vacation per calendar year. Vacation time shall be scheduled by the Superintendent so as not to interfere with the normal operations of the District. Vacation days shall be taken within the contract year in which they accrue, and shall not carry over from year to year. The Superintendent shall receive compensation, if he so requests, for up to five (5) unused vacation days remaining at the end of each contract, payable at his normal daily rate of gross pay. If the Superintendent's contract is terminated, for any reason, by either party, all remaining vacation days will be payable at his normal daily rate of gross pay. The Superintendent's "working days" shall not include any Saturday, Sunday, or legal holiday or those days off work afforded other professional staff which occurs during the regular school term.

10. The Superintendent shall be entitled to nine (9) days of sick leave the first year of employment with seven (7) days being granted each subsequent year, which may accumulate to a total of 40 days. If he qualifies for 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 also be afforded any other "leave" days and reimbursement as specified in the Bertrand Community School faculty negotiated agreement.

11. The Superintendent shall keep business records of all days of vacation or sick leave actually taken, and shall regularly advise the Board as to any such leave the Superintendent has taken.

12. The Superintendent shall be entitled to the medical insurance coverage accorded other certificated employees of the District.

13. The Superintendent shall be required to purchase disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.

14. The District shall pay the entire cost of the superintendent's membership in the American Association of School Administrators and the Nebraska Association of School Administration and other organizations as deemed appropriate and professional for the Superintendent.

15. To the extent, the Superintendent is expressly required by the Board to attend professional meetings, necessary and reasonable expenses of required attendance shall be borne by the District. The Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state, and national levels, provided that such attendance does not interfere with the proper performance of his duties under this contract. The Superintendent shall have expenses paid by the District, not to exceed \$2,000.00, to at least one national convention each alternating year during the term of this contract.

16. The Board shall evaluate and assess in writing the performance of the Superintendent at least once during each Contract year and two times the first year. This evaluation shall be conducted in December, unless otherwise mutually agreed to by the Superintendent and the Board. The Superintendent is responsible for notifying the Board of the Board's statutory obligation to evaluate the Superintendent by consulting with the President of the Board to see that the Superintendent's evaluation is placed on the Board's agenda during the contract year on or before the dates specified above. A failure to notify the Board of its need to perform the Superintendent's evaluation shall constitute neglect of duty.

17. This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security, and Teacher's 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.

18. The Superintendent agrees to have a comprehensive physical examination performed by a licensed physician during the term of this contract. Superintendent agrees that he will authorize the physician performing such examination to provide the Board with a written report regarding the physical competence of the Superintendent to perform the essential functions of his position. The District shall pay the cost of such physical examinations and physician's report that are not paid for by the Superintendent's insurance coverage.

19. The term of this contract shall be extended automatically for one additional year, unless the Board takes official action to initiate the process to consider its nonrenewal and notifies the superintendent in writing of such action on or before 7 days following the December Board of Education in 2019 and each year thereafter. Board action to consider the amendment or nonrenewal of the contract shall follow the statutory procedures for considering the amendment or the nonrenewal of the superintendent's contract. The Superintendent shall remind the Board in writing of this provision on or before the November Board of Education Meeting 2019 and on or before the Board of Education meeting of any succeeding year of employment.

20. There shall be no penalty for release or resignation by the Superintendent from this Contract; provided, no resignation shall become effective until the expiration date of this contract unless it is accepted by the Board which shall fix the date at which the resignation shall take effect.

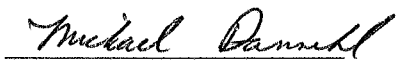
21. The Superintendent hereby affirms that he/she is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this agreement. The Superintendent further affirms that at the beginning of the term of this contract, he/she holds or will hold a NEBRASKA ADMINISTRATIVE AND SUPERVISORY CERTIFICATE VALID for the position of Superintendent of schools, which is or will be in full force and effect for the period covered by this contract.

22. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under the contract.

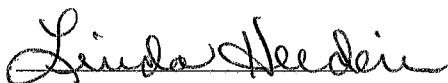
23. This contract may be modified or amended only by a writing duly authorized and executed by the superintendent and the board.

The failure to return a signed copy of the contract or renewal agreement to the President of the Board of Education of the District on or before June 25, 2019 shall constitute a rejection by the Superintendent of the offer of employment.

Executed June 12, 2019

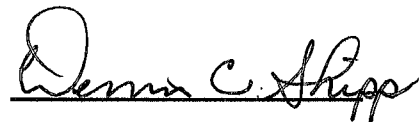


Chairman of the Board



Secretary of the Board

Executed: June 12, 2019



Dr. Dennis C. Shipp,
Superintendent