

**GIBBON PUBLIC SCHOOLS  
SUPERINTENDENT'S CONTRACT**

This contract is made by and between the Board of Education of Gibbon Public Schools, legally known as Buffalo County School District 10-0002, in the State of Nebraska, hereinafter referred to as the "Board," and **Mr. Vernon Fisher**, hereinafter referred to as the "Superintendent."

**WITNESSETH:**

In accordance with action taken by the Board as recorded in the minutes of the Board meeting held on February 3, 2017, the Board hereby agrees to employ Superintendent under the following terms and conditions:

**1. TERM OF CONTRACT**

This contract shall be in effect for a period of two years commencing July 1, 2017 and concluding on June 30, 2019.

**2. RENEWAL OF THE CONTRACT**

Beginning in 2018 and in each succeeding year, the term of this contract shall be automatically extended for one additional year, without action of the Board, unless the board takes official action on or before January 15<sup>th</sup> to amend the contract by terminating this automatic renewal provision. For example, if the Board does not take action to amend the contract by terminating the automatic renewal provision by January 15, 2018, the term of the contract shall be extended to June 30, 2020. Board action to amend the contract by terminating the automatic renewal provision shall not constitute action to non-renew the contract itself. If the Board wishes to consider the non-renewal of the contract, it must take official action on or before January 15<sup>th</sup> of the last year of the contract term to initiate the process to consider its non-renewal. Board action to consider amending or Board action to consider the non-renewal of the superintendent's contract shall follow statutory procedures and Paragraph 8 of this agreement. 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. SALARY**

The Board shall pay Superintendent a salary of \$145,000.00. The salary shall be paid in 12 equal installments in accordance with the Board's policy governing payment of other professional staff members of the district. The Superintendent's salary shall not be reduced during the term of this contract or any extension thereof, unless this contract is amended, not renewed or cancelled pursuant to statute. For succeeding years, the Superintendent and Board shall negotiate and determine the Superintendent's salary and compensation by February 15<sup>th</sup> for the following contract year.

**4. FRINGE BENEFITS**

The Board shall pay Superintendent's Family coverage of District's Health and Dental, LTD and Life Insurance premiums. The anticipated cost of these fringe benefits for the 2017-18 school year is \$21,027.00

**5. PROFESSIONAL STATUS**

The Superintendent hereby affirms that he is not under contract with another school board or board of education covering any part of or all of the same term provided in this contract. The Superintendent further affirms that throughout the term of this contract, 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 school district's central administrative office. 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. The Superintendent represents that: (1) all information he provided in connection with his application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

#### 6. SUPERINTENDENT'S DUTIES

The Superintendent agrees to faithfully perform all of the duties of the superintendent of schools in and for the District as prescribed by the laws of the state of Nebraska and by the policies adopted and instructions given by the Board. The duties of the Superintendent shall include those contained in the Board of Education Policy Manual, File 302.04, which duties are incorporated by this reference as if fully set forth verbatim herein. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of schools throughout the term of this contract. The Superintendent may, with the express approval of the Board, undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the school district.

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

#### 8. DISCHARGE

The contract of the Superintendent may be canceled or amended by a majority of the members of the School Board during the term of the contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory Certificate or the Nebraska Professional Administrative and Supervisory Certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) incompetency; (d) neglect of duty; (e) unprofessional conduct; (f) insubordination; (g) immorality; (h) physical or mental incapacity; or (i) conviction of a felony. The procedures for cancellation during the term of this contract shall be in accordance with the applicable Nebraska Revised Statutes.

#### 9. PHYSICAL OR MENTAL EXAMINATION

The Superintendent agrees that, at the request of the Board, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. 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. Insurance deductibles or co-payment, whichever is less, for this physical and/or mental exam will be reimbursed by the district.

#### 10. EXPENSES

The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-

2201 et seq.) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500.00 or more. The Board shall provide the Superintendent with transportation or reimburse his for mileage required in the performance of his official duties at the State approved mileage rate.

## 11. ANNUAL LEAVE

- a. **Vacation Leave.** The Superintendent shall be allowed 10 working days of vacation leave during the first year of this contract, and up to 20 working days of vacation leave during the following years of this contract. In addition, the Superintendent shall receive the following specifically designated days as vacation: New Year's Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day, Christmas Day, and the day following Christmas. A maximum of ten (10) consecutive working days may be taken while school is in session. Unused vacation leave may be carried over from Contract Year to Contract Year. If the Superintendent carries forward any vacation leave days to any Contract Year, the number of vacation leave days he shall be awarded in such Contract Year shall be the lesser of (a) twenty (20) days and (b) the number of days which will bring the Superintendent's accumulated unused vacation leave days to twenty (20). In no case shall the Superintendent accumulate more than twenty (20) days of unused vacation leave, in addition to the paid holidays listed above. The Superintendent shall keep a current record of his vacation leave which he shall provide to the Board at its July regular Board meeting each year and upon the Board's request. The Board may require the Superintendent to use his vacation days and shall compensate him for unused vacation days upon the conclusion of his employment at the per diem rate based on present salary amount.
- b. **Sick Leave.** The Superintendent shall have ten (10) days leave per year, accumulative to forty-five (45) days. Sick leave may be used for personal illness and a maximum of ten (10) days each year for illness or death or emergencies in the Superintendent's immediate family (children, grandchildren, mother, father, brother, sister, spouse, or spouse's parents). The Superintendent shall not be compensated for unused days of sick leave upon the ending of his employment with the District.

Two (2) days of sick leave may be used for bereavement outside of immediate family. If circumstances dictate, these additional days may be used for bereavement leave (making a total of 12 days) for superintendent's immediate family. In case additional days are required, the extended time must be approved by the Board of Education.

## 12. RESIDENCE/DOMICILE IN SCHOOL DISTRICT

The Superintendent shall have his domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain his domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent is in his first year of employment with the District and does not have his domicile and principal place of residence within the District at the time of his employment, the Superintendent shall move his domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain his domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the district as a legal voter of the school

district; (3) to be involved in school and community activities bringing him in contact with parents and community leaders and be committed to the future of the district and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which he is the educational leader.

### 13. PROFESSIONAL DEVELOPMENT

The Superintendent shall attend appropriate professional meetings and belong to appropriate professional organizations on the local, state and national levels; dues to Association of School Administrators, Nebraska Council of School Administrators and Association of Supervision and Curriculum Development will be paid by the School District. The Superintendent may attend one national convention per year and his expenses will be paid by the District.

### 14. NO PENALTY FOR RELEASE OR RESIGNATION

There shall be no penalty for release or resignation by the Superintendent from this contract. 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.

### 15. 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 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 shall be refunded by the Superintendent.

### 16. DEDUCTIONS

This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

### 17. 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 a period of more than sixty (60) days 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.

### 18. EVALUATION

The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make his evaluation an agenda item for the regular December board meeting

during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

#### 19. DISCIPLINARY ACTION

The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the school district to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising him of the alleged reasons for the proposed action and provide the opportunity to present his version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a formal due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

#### 20. 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.

#### 21. 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.

#### 22. 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 enforceability of the remaining provisions of this contract.

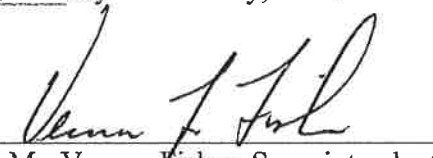
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

EXECUTED BY THE BOARD THIS 25<sup>th</sup> day of February, 2017.

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

EXECUTED BY THE SUPERINTENDENT THIS 20<sup>th</sup> day of February, 2017.

  
\_\_\_\_\_  
Mr. Vernon Fisher, Superintendent