

SUPERINTENDENT CONTRACT OF EMPLOYMENT

ANSELMO-MERNA PUBLIC SCHOOL

THIS CONTRACT is made by and between the Board of Education of Anselmo-Merna Public School, legally known as Custer County School District 21-0015, and referred to as "the Board" and "the school district" respectively, Rod Gaston, referred to herein as "the Superintendent". The Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of two years beginning on July 1, 2022, and expiring on June 30, 2024. During each year, the Superintendent shall render at least 223 working days of service in the performance of his duties as Superintendent. The Superintendent shall be employed 1.0 FTE as the superintendent. The term "working days" shall not include any Saturday, Sunday, or legal holiday. "Working days" shall include, but not be not limited to, all days that school is in session for students or certificated employees, together with Christmas break, fall break, spring break, and any other Board-approved days when school is not otherwise in session. The Superintendent shall keep complete and accurate records of his working days and shall provide the Board of Education with a report of his accumulated working days each month as part of his superintendent's report to the Board.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before the Tuesday after the Board's regular December board meeting in 2023 of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of 12 months from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision on or before December 1, 2023.

Section 3. Salary. The Superintendent's salary for the 2022-2023 and 2023-2024 contract years shall be \$125,000 if living in the Anselmo-Merna School District and \$120,000 if not. The salary will be paid in 12 equal monthly installments beginning in July 2022.

Section 4. Professional Status. The Superintendent affirms that he is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, 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.

Section 5. Superintendent Duties. The Superintendent duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Superintendent agrees to devote his time, skill, labor, and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns him. By written agreement with the Board, he may 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.

Section 6. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. He shall organize 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.

Section 7. 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 the Superintendent 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 the Superintendent continued performance of duties. The procedures for cancellation or amendment shall be in accordance with state statutes.

Section 8. 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 more than forty (40) 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.

Section 9. Transportation. The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board.

Section 10. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

- a. **Health Insurance.** The Board will provide the Superintendent Employee/Spouse health insurance pursuant to the board's group health insurance carrier, with the same deductible and other terms and conditions which is offered by the board to the teaching staff employed by the board of education.
- b. **Dental Insurance.** The Board will provide the Superintendent dental insurance pursuant to the board's group dental insurance carrier, with the same deductible and other terms and conditions which is offered by the board to the teaching staff employed by the board of education.
- c. **Life Insurance.** Term life insurance with a total death benefit of \$15,000 dollars.
- d. **Sick Leave.** The Superintendent shall be entitled to ten days of sick leave per 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.
- e. **Disability Insurance.** The Superintendent shall be required to purchase disability insurance from the school district's carrier at his own expense.
- f. **Professional Development.** The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. He may attend appropriate professional meetings at the local, state, regional, and national level. The Board will pay for valid expenses of attendance at these meetings provided the Superintendent shall obtain Board approval in advance of any meeting at the national level.
- g. **Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the professional organizations which the board approves annually.
- h. **Professional Publications.** The school district will pay the annual subscription fees for the publications which the board approves annually.

- i. **Retirement.** The Nebraska School Employees Retirement Act applies to the Administrator's employment hereunder.

Section 11. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Compensation Upon Termination and Credit for Accrued Vacation. 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. The Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract. The Superintendent shall not be entitled to any reimbursement for unused sick leave either during the term of this contract or at its conclusion.

Section 14. Evaluation. The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The Superintendent shall remind Board members at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument which is on file with the Nebraska Department of Education which is to be used in the evaluation of the Superintendent.

Section 15. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him 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 believes 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. This provision does not apply to legal actions initiated by the Board.

Section 16. Physical or Mental Examinations. The Board shall have the authority to require the Superintendent to undergo a physical or mental examination by

a physician and/or psychologist of the Board's choosing. 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.

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 contract.

Section 18. 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.


Section 19. 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 enforcement of the remaining provisions of this contract.

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

Executed by the board this 16th day of February, 2022.



Board President



Board Secretary

Executed by the Superintendent this 16th day of February, 2022.



Superintendent