

CRETE PUBLIC SCHOOLS
SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS CONTRACT is made by and between the Board of Education of Crete Public Schools, Saline County School District No. 2, hereinafter referred to as "the Board," and Michael S. Waters, hereinafter referred to as "the Superintendent".

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meetings held on the 7th day of January, 2016 the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions:

Section 1. Term of Contract. The Superintendent shall be employed for a period of two (2) years, beginning on the 1st day of July 2016 and expiring on the 30th day of June 2018.

Section 2. Salary. In consideration of the annual salary of \$140,000 and considerations hereinafter stated, the Superintendent agrees to perform his/her duties faithfully in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board. Said annual salary shall be paid in equal installments in accordance with the practice of the Board governing payment of other professional staff employees of the District. The Board retains the right to adjust the Superintendent's annual salary upward during the term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The Superintendent's salary shall not be reduced during the term of this Contract.

Section 3. Professional Status. The Superintendent hereby affirms that he/she is not under contract with another Board of Education covering any part of or all of the same terms provided in this Contract. The Superintendent further affirm that throughout the term of this contract he/she will hold a valid and appropriate certificate to act as a Superintendent of schools in the State of Nebraska, which certificate shall be registered in the administration office of the Crete Public Schools as required by law.

Section 4. Superintendent's Duties. Subject to the approval of the Board, the Superintendent shall be responsible for organizing, reorganizing, and arranging the administrative and supervisory staff of the district in a manner which best serves the schools of the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him with the assistance of his/her staff. The Superintendent shall be responsible for initiating all personnel matters which require action by the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote his/her full time, skill, labor and attention to his/her duties as Superintendent of Schools throughout the term of this contract; provided however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Section 5. Board Superintendent Relationship. The Board shall have primary responsibility for formulation 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, not to interfere with or usurp the duties or responsibility of the other party. The Board, individually and collectively, will promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 6. Discharge. Throughout the term of this contract the Superintendent may be discharged if he/she materially breaches any provision of this contract, or performs any act which substantially inhibits his/her ability to discharge his/ her duties, including but not limited to (a) incompetence, (b) immorality, (c) intemperance, (d) cruelty, (e) conviction of a crime, (f) neglect of duty, (g) general neglect of the business of the District, (h) unprofessional conduct, (i) physical or

mental incapacity. The procedures for cancellation during the term of the Contract shall be in accordance with statutes governing the employment of certificated employees.

Section 7. Inability to Perform Essential Functions of Position. Should the Superintendent be unable to perform the essential functions of his/her position by reason of illness, accident, disability, or other reasons beyond his/her control, and such inability shall continue for more than two (2) months, or if such inability is permanent, irreparable, or of such a nature as to make performance of the essential functions of his/her position impossible, such inability shall constitute physical or mental incapacity under section 6(i). Provided, that the discharge from employment shall not deprive the Superintendent from payment of benefits to which he/she is entitled pursuant to insurance coverage furnished by the district, if such continued payments are authorized by the terms of the coverage.

Section 8. Transportation. The Board shall provide the Superintendent with transportation required in the performance of his/her official duties or shall reimburse him/her for such transportation up to the allowable IRS rate cents per mile.

Section 9. Annual Vacation. The Superintendent shall be allowed 20 working days of vacation leave annually to be used in a manner and at times selected by him/her. Ten (10) days of vacation leave may be carried over to the following contract year. Unused vacation leave beyond the ten (10) days shall lapse and no payment shall be made to the Superintendent for that unused vacation.

Section 10. Professional Development. With the prior approval of the Board, the Superintendent shall continue his/her professional development by attending appropriate professional meetings at the local, state and national levels.

Section 11. Additional Benefits. The Superintendent shall receive the following additional benefits:

Ten days of extended contract services to be used prior to July 1, 2016

Family health insurance

Long-term disability insurance

Annual national & state professional organization dues (one each)

1 day of sick leave per month of the contract

Executive term life insurance policy under the group plan of administrators of the district

Section 12. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Superintendent from this contract; provided 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.

Section 13. 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.

Section 14. 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 15. Amendments to be in Writing. This contract may be modified or amended only by a written statement duly authorized and executed by the Superintendent and the Board.

Section 16. Severability. If a court of competent jurisdiction shall declare any portion of this contract invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remaining provision of this contract.

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

Executed by the Board this _____ day of _____, 2016

Secretary,
Board of Education

President
Board of Education

Executed by the Superintendent this _____ day of _____, 2016

Superintendent