

RECOMMENDED SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the Board of Education of the Leyton Public School District #3 of Cheyenne County in the State of Nebraska (hereinafter called the Board) and Gregory Brenner, Superintendent, for a 1-year period, commencing on August 1, 2017 and ending on the 31st day of July, 2018. Both parties agree that the employee shall perform the duties of the Superintendent for the public schools in the district, as prescribed by the laws of the State of Nebraska and by the written policies, rules and regulations made hereunder by the Board of the district.

1. In consideration of a salary of \$101,827.30, and of the further agreements and considerations hereinafter stated, the superintendent agrees to perform faithfully the duties of the superintendent and to serve as the chief administrative head of the school system. The Board retains the right to adjust the annual salary upward during the term of this contract, as an amendment hereto, without such adjustment constituting a new or amended contract or extending the term of this contract.

2. 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 certificate shall be registered as required by the laws of the State of Nebraska.

3. The Superintendent, with the approval of the Board, may organize, reorganize, and arrange the administrative and supervisory staff of the district in a manner which in his judgment 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 staff. The Superintendent shall have responsibility for selection, placement, and transfer of personnel. Any of the actions of the Superintendent will be subject to the approval of the Board. He shall be responsible for initiating all personnel matters which require action by the Board, which includes making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote his time, skill, labor, and attention to his duties as superintendent of schools through 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.

4. 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 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. In the event any criticism or complaints would not be appropriate to be referred to the Superintendent, then the Board will receive and consider the complaint or criticism.

5. Throughout the term of the contract the Superintendent may be discharged for just cause, or performs any act which substantially inhibits his ability to discharge his duties as Superintendent, including but not limited to (a) incompetence, (b) immorality, (c) conviction of a felony, (d) neglect of duty, (e) general neglect of the business of the district, (f) unprofessional conduct, and (g) physical or

mental capacity. The Board shall not act arbitrarily or capriciously in calling for discharge of the Superintendent and under no circumstances shall a discharge be effective unless the Superintendent has been given a specific statement of the cause or causes for discharge in writing and due notice of an opportunity for a hearing before the Board. During this hearing, evidence in support of the cause for discharge shall be presented and the Superintendent shall be afforded a reasonable opportunity to present evidence in his behalf prior to official action being taken. Nothing contained herein shall prevent the suspension of the Superintendent, with pay, from his duties during the pendency of such proceedings. The Superintendent shall be considered a probationary certificated employee and the decision as to whether this Agreement should be renewed for a term after the termination date shall be according to the statutes of the State of Nebraska on the nonrenewal of probationary employees.

6. 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 six (6) months, or if 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 the 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.

7. The Superintendent shall be provided a comprehensive medical examination in each contract year at the cost of the Board. A written report by the physician performing each such examination certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board and treated as confidential information by the Board.

8. The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the state rate of reimbursement.

9. The Superintendent shall follow the school calendar with the approved schedule breaks. In addition, the Superintendent shall be entitled to 10 days (80 hours) of sick leave during each year cumulative to 30 days (240 hours), 2 days (16 hours) of personal leave cumulative to 3 days (24 hours), and 20 days (160 hours) of vacation leave, non-cumulative. The Superintendent shall receive all fringe benefits of employment which are granted other certificated employees of the Leyton District with 100% of a family health insurance premium being paid. Additionally, dues to NCSA, WNA, and other organizations mutually agreed upon by the Superintendent and Board of Education will be paid.

10. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels at the Board's discretion to continue his professional development and to participate in relevant learning experiences. The Superintendent may, therefore, with the approval of the Board attend appropriate professional meets with all valid expenses of attendance paid by the District.

11. There shall be no penalty for release or resignation by the Superintendent from this contract, provided no resignation shall become effective until the close of the contract period unless accepted by the Board of Education of the District, and the Board shall fix the time at which the resignation is to take effect.

12. 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.

13. This contract may be modified or amended only by writing and duly authorized and executed by both the Superintendent and the Board.

14. 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 HEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this 13th day of February, 2017.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this 13th day of February, 2017.

Superintendent of Schools