

**INTERIM SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
JOHNSON COUNTY CENTRAL PUBLIC SCHOOLS**

THIS CONTRACT is made by and between **the Board of Education of Johnson County Central Schools**, legally known as **Johnson County School District No. 49-0050**, and referred to as "the Board" and "the School District" respectively, and **Galen Boldt**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, 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 1 year(s) beginning on July 1, 2019, and expiring on June 30, 2020. During this contract, the Superintendent shall render at least 245 days of service, including 185 days of service required of certificated staff members and an additional 60 days of working days of service. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Superintendent actually and necessarily completes his contractual duties. 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 and average weekly hours at least quarterly.

Section 2. Renewal of Contract. IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. IN EXCHANGE FOR \$1 AND OTHER VALUABLE CONSIDERATION, THE SUPERINTENDENT AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND HE HEREBY RESIGNS AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING AND ACCEPTING THIS ADDITIONAL CONSIDERATION, HE UNDERSTANDS THAT HE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. HE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS HE IS WAIVING. The Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for each contract year shall be \$145,000 which shall be paid in equal monthly installments beginning in the month of August, 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.

Section 4. 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.

Section 5. Professional Status. The Superintendent affirms that he is not under contract with any other board of education which would prevent him from fulfilling the duties of this agreement or which covers 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 6. Superintendent's Duties. The Superintendent's 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. The Superintendent agrees to pay particular attention to fulfillment of mentoring duties to the District's principals and to encourage them in the development of their leadership abilities by delegating to them administrative duties which they may appropriately undertake. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to him. The By 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 7. 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 8. 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 9. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

- a. Sick Leave.** The Superintendent shall be entitled to six (6) days of sick leave. One day of sick leave per year may be substituted for bereavement leave upon the death of a family member. Otherwise, sick leave may only be used for personal illness or as otherwise provided in District policy. The Superintendent shall keep complete and accurate records of his sick days and shall provide the Board of Education with a report of his accumulated sick days at least quarterly. The Superintendent shall not be compensated for unused days of sick leave upon the ending of his employment with the District.
- b. Vacation.** The Superintendent shall have ten (10) vacation days for the 2018-19 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of his vacation days and shall

provide the Board of Education with a report of his accumulated vacation days at least quarterly. The Board may require his to use his vacation days and shall compensate his for unused vacation days upon the conclusion of his employment.

- c. Expense Reimbursement.** 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 \$1,500.00 or more.
- d. Health Insurance.** Employee/spouse health insurance that is provided to certificated staff through the District's health insurance carrier.
- e. Dental Insurance.** Employee/spouse dental insurance that is available to certificated staff through the District's health insurance carrier.
- f. Vision Insurance.** Employee/spouse vision insurance that is available to certificated staff through the District's selected carrier.

Section 10. 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 11. 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. He shall be paid for any unused vacation days at a daily compensation rate of \$10 per day.

Section 12. Evaluation. The Board shall evaluate the Superintendent once during the 2019-2020 school year. The first evaluation 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.

Section 13. 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 with 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.

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 writing duly authorized and executed by the Superintendent and the Board.


Section 16. Severability. If any portion of this contract is 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 indicated below.

Executed by the Board this 9th day of January 2019

Kim N. E. Wellensiek
President, Board of Education

Executed by the Superintendent this 9th day of January 2019.


Superintendent