

Superintendent's Contract of Employment

This contract is made by and between the Board of Education of Sioux County Schools hereinafter referred to as "the Board" and Brett Gies, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting, held on the December 14, 2020, 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. Terms of Contract. The Superintendent shall be employed for the period of two (2) years, beginning on the 1st day of July, 2021, and terminating on the 30th day of June, 2023.

Section 2. Salary. In consideration of an annual salary of One Hundred Twenty-five Thousand Dollars (\$125,000.00) to be paid the first year. The annual salary for the second year shall be One Hundred Twenty-six Thousand Five Hundred Five Dollars (\$126,500.00). The Superintendent agrees to perform faithfully duties of the superintendent of schools 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 thereunder. Said annual salary shall be paid in equal installments in accordance with the policy 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 the Contract. The Superintendent's salary shall not be reduced during the term of this Contract.

Section 3. Duties. The Superintendent is hereby employed as the superintendent in and for the public schools of the District and shall perform the duties of the Superintendent as prescribed by the laws of the State of Nebraska and by the written policies, rules and regulations made thereunder by the Board. Throughout the terms of this Contract the Superintendent shall devote his full time, skill, labor, and attention to the position of superintendent of schools; provided that the Superintendent may with the approval of a majority of the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional activities. The Superintendent shall review all policies adopted by the Board and make appropriate recommendations to the Board concerning the same, and shall accomplish specific annual job targets as assigned by the Board.

Section 4. Professional Status. The Superintendent hereby affirms that he or she is not under contract with another school board or board of education within this state covering any part or all of the same terms provided in this Contract. The Superintendent further affirms that at the beginning of the term of this Contract he or she holds or will hold a Nebraska Administrative and Supervisory Certificate valid for the position of superintendent of schools, which is or will be in full force and effect for the full term of this Contract. It is understood and agreed that this Contract shall not be valid until the aforementioned Administrative and Supervisory Certificate has been presented to the Secretary of the Board of Education and a copy has been made and placed on file in the office of the Board. The Superintendent shall not be compensated for any services performed prior to the date of registration of said certificate. On or before September 15 (or within 30 days after employment if the Superintendent is employed after September 15 of any school year) the Board will file with the State Department of Education information attesting that the certificate of the Superintendent has been filed with the school district as set forth by Nebraska Statute §79-804.

Section 5. Superintendent and Board Responsibilities. The Superintendent shall be the chief executive officer of the board. As such, the Superintendent shall have primary responsibility for execution of board policy. The Board shall have primary responsibility for formulating and adopting policy. The Superintendent shall be responsible for the development of rules and regulations for

implementation of Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act according to his best professional judgment; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, not to interfere with or usurp the primary responsibility of the other party. The Board or its individual members shall refer to the Superintendent all criticisms, complaints and suggestions concerning the District and its administration for action, study, and/or recommendation, as appropriate.

Section 6. Evaluation. During each annual salary period the Board shall evaluate and assess in writing the performance of the Superintendent in accordance with the Board policy. Each such evaluation and assessment shall be reasonably related to the position description of the Superintendent. The Superintendent shall submit to the Board a recommended format for such written evaluation and assessment of his or her performance. The evaluation format shall be reasonably objective and shall contain the evaluation criteria as specified in Board policy. The Board shall meet and discuss the evaluation format with the Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. In the event that members of the Board individually or collectively, determine that the performance of the Superintendent is unsatisfactory in any respect, they shall describe in writing in reasonable detail, indicating specific instances where appropriate, such unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent and the Superintendent shall have the right to make a written reaction or response to the evaluation. Within 30 days from delivery of each written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

Section 7. Discharge. During the term of this Contract the Superintendent may be discharged if he materially breaches any provisions of this Contract, or performs any act which substantially inhibits the Superintendent's ability to discharge his duties as superintendent, including but not limited to: (a) becoming legally disqualified to administer in the State of Nebraska, (b) incompetence, (c) neglect of duty, (d) unprofessional conduct, (e) insubordination, (f) immorality, (g) physical or mental incapacity, (h) participation in any fraud, (i) causing intentional damage to property, (j) conviction of a felony, or (k) other conduct which interferes substantially with the Superintendent's ability to continue his or her duties. The Board shall not act arbitrarily or capriciously in calling for the discharge of the Superintendent and under no circumstances shall a discharge be effective unless the Superintendent has been given the cause or causes for discharge in writing and due notice of an opportunity for a hearing before the Board. The hearing shall be held before the Board and may be in a closed or open session, at the option of the Superintendent, provided that in the event of a hearing in closed session, no formal action shall be taken by the Board on evidence presented at such hearing until the Board shall have reconvened in open session. The Board shall appoint an attorney-at-law, to act as the presiding hearing officer. The hearing officer shall formulate the procedural rules for the hearing, shall be in charge of the conduct of the hearing, and shall have the power to rule on all objections. The Superintendent may, at his or her own cost and expense, be represented by legal counsel at the hearing. During the hearing evidence in support of the cause or causes for discharge shall be presented and the Superintendent shall be afforded a reasonable opportunity to present evidence in his or her behalf. After the hearing the Board shall render its decision and if such decision is adverse to the Superintendent, the Board shall submit a written memorandum of decision setting forth the reasons for the decision and the evidence relied upon. The fees and expenses of the hearing officer shall be paid by the District. Nothing contained herein shall prevent the suspension of the Superintendent, with pay, from his duties during the pendency of such proceedings.

Section 8. Disability. Should the Superintendent be unable to perform his or her duties by reason of illness, accident or disability beyond his or her control, and such disability shall exist for a period more than his accumulated sick leave plus sick leave bank benefits during any school year, the Board may at its discretion make a proportionate reduction from the salary stipulated herein. After exhausting all accumulated sick leave and sick leave bank benefits, if such disability is of such nature as will make the performance of the Superintendent's duties impossible, the Board may, at its discretion, terminate this Contract, whereupon the respective duties, rights, and obligations of the parties hereto shall be terminated, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 9. Annual Vacation and Sick Leave. The Superintendent shall be allowed 20 working days of vacation leave during each year of this Contract accumulative to 20 days exclusive of Saturdays, Sundays, and legal holidays (New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day) and shall be entitled to 10 days of sick leave during each year of this Contract, accumulative to 45 days.

Section 10. Professional Development. The Superintendent may, with the prior approval of the Board, attend appropriate professional meetings at the local, state, regional and national levels and necessary expenses required for such attendance shall be paid by the District.

Section 11. Fringe Benefits. The Superintendent shall receive all fringe benefits of employment which are granted other certificated employees of the District, and such other benefits as the Board shall from time to time determine to be appropriate.

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 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 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. Upon termination or expiration of this Contract, the Superintendent shall be entitled to compensation for all unused accrued annual vacation leave at the salary rate effective during the school year in which the vacation credit was earned.

Section 14. Governing Laws. In performance of his or her duties under this Contract the Superintendent shall be governed by all applicable state and federal laws, rules and regulations, as well as by the decisions, policies and directives of the Board.

Section 15. Amendment 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 shall be declared invalid or unconstitutional, such declaration shall not affect the validity or constitutionality of the remaining provisions of this Contract.

Section 17. Additional. Superintendent shall be allowed 30 working days per year for use in his professional consultation business to be used as necessary.

Section 18. Acceptance by the Superintendent. If the Superintendent does not accept and deliver one signed copy of this Contract to the Secretary of the Board on or before the 11th day of January, 2021, this Contract shall be null and void.

Executed this 14th day of December 2020

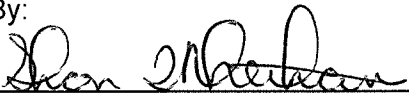
By:



Superintendent Dr. Brett Gies

Executed this 14th day of December 2020

By:



President, Board of Education