

ALLIANCE PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT

IT IS HEREBY AGREED by and between the Board of Education of the Alliance Public Schools District No. 6 located in Box Butte County in the State of Nebraska, (hereinafter called the Board) and **Troy L. Unzicker** (hereinafter called the Superintendent) that the Board in accordance with its action of **January 4, 2016**, has and does hereby employ Troy L. Unzicker as Superintendent for the two-year period commencing on or about **July 1, 2016**, and ending on or about **June 30, 2018**. Both parties agree that the employee shall perform the duties of the **Superintendent** in and for the public schools in the district as prescribed by the laws of the State of Nebraska and by the written policies, job descriptions, rules, regulations and directives made hereunder by the Board of the district.

1. In consideration of a base salary of **\$165,000.00** to be paid the first year and of the further agreements and considerations hereinafter stated, the Administrator agrees to perform faithfully the duties assigned. The annual salary shall be paid in twelve (12) equal installments, with the first installment being paid **July 20, 2016**, in accordance with the policies of the Board governing payment of other professional staff members of the district. The contract shall include an automatic one-year renewal to effectively maintain the two (2) - year contract agreement unless the Board of Education provides written notice on or before April 15th of the current contract year of its intent not to extend the terms of this contract. The Board retains the right to adjust the annual salary upward during the term of this contract, as an amendment, without such amendment constituting a new or amended contract or extending the term of this contract. Any salary/fringe benefit/incentive package must be in a written addendum form referencing and attached to this contract.

2. Throughout the term of this contract the Administrator shall be subject to discharge for good and just causes, via: incompetence, neglect of duty, unprofessional conduct, insubordination, immorality, physical or mental incapacity, or other conduct which interferes substantially with the continued performance of duties, provided, however, that the Board does not arbitrarily or capriciously call for his/her dismissal and that the Administrator shall have the right to written charges, notice of hearing, and a fair hearing before the Board. If the Administrator chooses to be accompanied by legal counsel at the hearing, the Administrator will assume the cost of his/her legal expenses.

3. Should the Administrator be unable to perform any or all of his/her duties by reason of illness, accident, or other disability beyond his/her control, and such disability exists for a period of more than his/her accumulated sick leave during any school year, the Board may in its discretion make a proportionate deduction from the salary stipulated herein. If, in the opinion of the Board, such disability is permanent, irreparable, or of such nature as will make the performance of the Administrator's duties impossible, the Board may, in its discretion, terminate this agreement, whereupon the respective duties, rights and obligations of both parties shall be terminated.

4. The district shall provide the Administrator with transportation when conducting official duties of the district or shall pay mileage at the rate established by the applicable law.

5. This contract shall include **260** annual working days. The dates of this contract will be **July 1, 2016 to June 30, 2018**. Leave will be provided as follows: twenty (20) days of vacation (may be rolled over to a maximum of 40 days or the district will reimburse at a per diem rate based on 240 days); eight (8) paid holidays (New Year's Day, Good Friday, Easter (Monday), Memorial Day, July 4th, Labor Day, Thanksgiving, December 25); three (3) personal leave days (the district will buy back any unused personal leave days from among these three (3) allowed at the contract's per diem rate of pay); ten (10) days of sick leave cumulative to forty-five (45) days; up to five (5) days of emergency leave (in accordance with provisions of the negotiated agreement with the Alliance Education Association).

6. This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties of this contract. This contract shall be deemed to have been entered into subject to all provisions of the Laws of the State of Nebraska.

7. The Board may require the Administrator to continue his/her professional development and to participate in relevant learning experiences. The Administrator may, therefore, attend appropriate professional meetings at the local, state, regional, and national levels as provided by Board policy. Valid expenses of required attendance shall be borne by the district. In addition, the District shall pay for the superintendent's membership in the Nebraska Council of School Administrators, and may pay up to \$1,000.00 toward the cost of the superintendent's annual dues in other professional organizations suitable for the superintendent's position.

8. Contribution Toward Cost of Premium for Self Only Coverage. The Board will pay 100% the cost of the premium for the employee ("self only") Blue Preferred \$1150 deductible coverage tier of the EHA plan type, or equal coverage by another provider, described above for all teachers who elect to receive group health and dental insurance coverage from the school district, plus an annual "fringe benefit stipend" in the amount of the difference between the cost of the annual EHA "Employee" level health and dental insurance premium and the sum of **\$18,175**, which may be taken in whole or in part as cash or applied to the purchase of additional insurance through the School District's Section 125 Plan. Avoidance of Fines or Penalties. The District may elect to not provide any benefit set forth in the Contract in the event the District determines in its discretion that the provision of the benefit would result in a fine or penalty. In the event the District makes such an election, the District shall negotiate with the Superintendent to obtain a like-benefit that would not result in a fine or penalty, and in the event such is not available, the Superintendent's salary shall be grossed up in an amount equal to the cost savings from not providing the benefit (excluding the costs of fines and penalties).

9. The superintendent hereby affirms that he is not under contract with another school board or board of education. The superintendent further affirms that at the beginning of the term of the contract he hold a Nebraska Administrative and Supervisory Certificate valid for the position of superintendent of schools in the State of Nebraska, which will remain in full force and effect for the full term of the contract.

10. There shall be no penalty for release or resignation by the Administrator 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 Board shall fix the time at which the resignation is to take effect.

11. Failure to notify the Administrator in writing, not later than April 15 during the term of the contract of the Board's intention not to renew this contract, shall result in the automatic extension of this contract for one year.

12. If the Administrator does not accept and deliver one signed copy of this contract to the secretary of the board on or before **February 1, 2016** this contract shall be null and void.

Executed this _____ day of _____, 20 _____.

_____, President, Board of Education

_____, Secretary, Board of Education

Executed this _____ day of _____, 20 _____.

_____, Administrator