

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT SOUTHERN PUBLIC SCHOOLS

THIS CONTRACT is made by and between the Board of Education of Southern Public Schools, legally known as Gage County School District 34-0001, and referred to as "the Board" and "the school district" respectively, and to Gene Haddix, referred to herein as "the Superintendent". 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 two years beginning on July 1, 2013 and expiring on June 30, 2015. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays, Sundays, legal holidays and school calendar holidays. Superintendent Haddix shall inform the board on or before December 1, 2013 if he does not wish to be considered for employment for the 2015-16 school year. Likewise, the board will inform the superintendent of its intentions concerning the superintendent's employment for the 2016-17 school year by December 1, 2014.

Section 2. Salary. The Superintendent's salary for the 2013-2014 contract year shall be \$102,000 which shall be paid in 12 equal monthly installments beginning in the month of July 2013. 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. The Superintendent's salary for the 2014-15 contract year will be \$102,000.

Section 3. Professional Status. The Superintendent affirms that he is not under contract with any other board of education covering any part of 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 4. 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. He 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. 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.

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Section 5. 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 6. Cancellation or Mid-Term Amendment. The board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) intemperance; (k) conviction of a felony; or (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation or amendment shall be in accordance with state statutes.

Section 7. Disability. If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for more than six (6) months, or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties here under shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the district.

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 for district transportation.

Section 9. Fringe Benefits. The board shall provide the Superintendent with the following fringe benefits:

a. Health Insurance. Family health/dental insurance that is equivalent or superior to \$750 deductible Blue Cross/Blue Shield Educator's Health Alliance Insurance coverage.

b. Sick Leave. The Superintendent shall be entitled to 12 days of sick leave per year which may accumulate to a total of 50 days pursuant to board policy. If he qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay,

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c. Vacation and Personal Leave. The Board shall give the Superintendent 27 vacation days for the 2013-14 and 2014-15 contract years which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. During any subsequent year, the Board shall give the Superintendent up to 27 days to bring his total accumulation to no more than 27 days. For example, if the Superintendent uses 12 days of vacation one year, the board will provide him with 12 days of vacation for the following year to bring his total to 27 days. 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. Annually, at the Board's regularly scheduled August meeting, and at other times upon the Boards' request, the Superintendent shall report to the Board on the number of vacation days he has used and the number of days that remain accrued. The Board may require the Superintendent to use his vacation days.

In addition, the Superintendent will receive 3 personal leave days.

d. Disability Insurance. The Superintendent shall be required to purchase disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.

e. Professional Development. The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board, he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.

f. Professional Dues. The school district will pay the annual dues for the Superintendent's membership in the following organizations: American Association of School Administrators (AASA), state administrator organizations through the AASA, and Southern Pride.

g. Professional Publications. The school district will pay the annual subscription fees for the publications of the organizations in the preceding paragraph.

Section 11. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The school district shall withhold other deductions as the Superintendent and the Board may agree.

Section 12. 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 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.

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Section 13. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination 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 the daily compensation rate then in effect at the termination of employment.

Section 14 Evaluation. The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument to be used.

Section 15. 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 16. Physical or Mental Exhaustion. The Board shall have the authority to require the Superintendent to undergo a physical or mental examination by a physician and or/psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

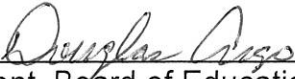
Section 17. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

Section 18. 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 19. Severability. 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 enforcement of the remaining provisions of this contract.

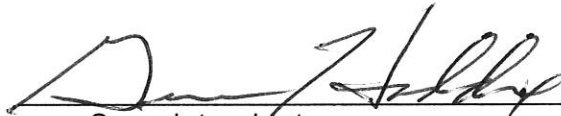
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this 9th day of December, 2013.


President, Board of Education


Vice-President, Board of Education

Executed by the Superintendent this 9th day of December, 2013


Superintendent