

CARSON CITY-CRYSTAL AREA SCHOOLS
CONTRACT FOR SUPERINTENDENT

This contract entered into this, ___ day of ____, 2012 between the Carson City-Crystal Board of Education, hereinafter called "Board" and Mr. Kevin Murphy, hereinafter called "Superintendent".

WITNESSETH:

1. DUTIES

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board;
- c. Serve as an ex-officio member of each committee established by the Board. The Superintendent shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, plus have responsibility for selection, placement, and transfer of personnel subject to approval by the Board. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation

The Superintendent agrees to and shall, during the term of this agreement, devote his time, attention and energy to the position of the School District.

The Superintendent shall use vacation leave to perform outside activities, and he shall retain any honorarium paid. In no case will the School District be responsible for any expense related to the performance of outside activities.

2. CONTRACT PERIOD

The Board agrees to employ the Superintendent of Schools for the term of three (3) years from July 1, 2012, to and including June 30, 2015.

The Board shall review this contract with the Superintendent annually, and shall, on or before March 30th of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

3. EVALUATION

The Board of Education shall review the Superintendent's job performance annually before March 30th of each year using evaluation instrument/process mutually agreed upon.

4. TENURE

The Superintendent shall not be granted continuing tenure in the administrator's position by virtue of this contract.

5. HOLD HARMLESS

The School District will maintain errors and omissions and general liability insurance.

6. LIABILITY INSURANCE

The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent.

7. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local and state levels, the expenses of said attendance to be paid by the district.

8. PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for, but not limited to MASA, REGION 3, MNA, ASCD and AASA.

9. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competence of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the District insurance. Expenses not covered by insurance shall be the responsibility of the employee.

10. COMPENSATION

The Board agrees to pay the Superintendent for his service during each year of said contract in 26 equal installments. Compensation for this contract year shall be \$100,000 for the 2012-2013. Said salary shall be reviewed annually and is subject to the same or upward revision by agreement of the parties. In no case will the salary be lowered.

11. FRINGE BENEFITS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party Employee, the Board shall make premium payments on behalf of the Employee or his eligible dependents for the following insurance programs:

- A. Health Insurance: SET-SEG Simply Blue. The District agrees to contribute to a Health Savings Account once per year for the employee in the amount of \$2,500 for family or \$1,250 for single subscriber.
- B. Dental Insurance: SET Dental 80% Basic, \$0 Deductible, 80% Major, Basic and Major Annual Maximum \$1,000. Ortho 80%, \$0 Deductible, Lifetime maximum \$2,000.
- C. Term Life Insurance: Negotiated Life of \$30,000 through SET life.
- D. Vision Insurance: SET Vision – Spectera. In Network: one every 12 months: vision exam, lenses, frames; non selection contact lenses \$200 every 12 months. Out of Network: Exam \$64.00, Regular Lenses \$84.00, Bifocal Lenses \$96.00, Trifocal Lenses \$120.00, Lenticular Lenses \$144.00, Frames \$80.00, Elective Contact Lenses \$200, Medically Necessary Contact Lenses \$200.
- E. School Board Legal Liability Insurance Coverage.
- F. Long Term Disability Insurance: 66 2/3%; \$6000 maximum; 90 calendar days . For employees on LTD, COBRA Health benefits up to \$1,200/month for up to twenty-nine (29) months.
- G. MASB Travel Accident Insurance Plan A (\$80,000).
- H. Term Life Ins \$ 70,000, premium paid by Board of Education. The board will pay an additional premium, capped at \$200.00 annually for term life insurance to equal or exceed two times his annual income (base salary).

For year 2012-2013 of this contract, the Board will contribute \$5,500 for a single subscriber, \$11,000 for the employee and spouse or \$15,000 for full family annually toward the health insurance premium. Subsequent year payments toward health insurance will be determined annually.

If the Superintendent declines health insurance, he is entitled to a \$130 per month cash option under the district-approved Cafeteria Plan. The Board will also contribute to dental, vision, term life, MASB Travel Accident Insurance Plan A, Long Term Disability and School Board legal liability Insurance.

The Superintendent shall be granted 45 sick days with no accrual until 45 days have been earned (at 12 days per year). Once these have reached a total accumulation and/or use of 45 days, he will receive 12 sick days per year with accumulation to 90 days. In addition, he shall be granted two (2) personal days per year. These may be used in accordance with the terms of the Master Agreement between the Carson City-Crystal Area Schools and the Carson City Crystal Education Association.

The Superintendent shall be granted 20 vacation days with accumulation of no more than 10 days. Said 10 days must be used within 60 days of the ensuing year.
Holidays, in addition to 20 vacation days, are as follows:

New Year's Day & New Year's Eve
Memorial Day
July 4
Good Friday, unless school is in session
Labor Day
Thanksgiving Day & Day after
Christmas Day & Day Before

12. CERTIFICATION/CREDENTIALS

The Superintendent represents that he holds all certificates and credentials required by law and or by the Board to accept this administrative position. This includes continuing educational requirements for school administrators established by the State Board of Education.

13. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. Any intentional misstatement of fact by the Superintendent as to his qualifications for employment shall be considered just cause by this Board to constitute grounds for his dismissal.

14. RESIDENCY

The Superintendent shall establish and maintain his principal residence within a 20 (twenty) mile radius of the geographic boundaries of the Carson City-Crystal Area Schools not later than six (6) months after commencing employment.

15. AMENDMENT

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise) duly adopted and executed by the parties.