

SUPERINTENDENT EMPLOYMENT CONTRACT

THIS AGREEMENT is made by and between the Board of Education of the **Dixon County School District 0070, a/k/a Allen Consolidated Schools**, hereinafter referred to as the Board, and **Michael Pattee**, hereinafter referred to as the Superintendent.

WITNESSETH: That in accordance with action taken by the board as recorded in the minutes by the Board meeting held on the 10th day of February 2014, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of one (1) year beginning on the 1st day of July, 2014 and expiring on the 30th day of June, 2015. A contract year for purposes of this Contract shall be from July 1 to June 30. The Superintendent shall provide the equivalent of 220 full days of service each contract year, with 35 days in the summer when school is not in session.

2. Salary. The annual salary for the 2014 & 2015 contract year shall be: One Hundred Eighteen Thousand Seven Hundred Seventy-Nine Dollars (\$118,779.00). Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certified employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other offices without remuneration other than that as provided in this contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed to as follows:

- A. **Meetings and Dues.** The Superintendent shall attend appropriate professional meetings at the local and state levels, provided that such attendance does not interfere with the proper performance of the Superintendent's duties. The expenses of attendance at professional meetings, when attendance has been authorized by the Board of Education, shall be paid by the District consistent with Board policies.
The District shall pay the annual membership dues of the Superintendent in the Nebraska Council of School Administrators. Payment of dues for other professional organizations may be approved by the Board upon the Superintendent's request.

- B. Transportation Expenses. To the extent a school vehicle is not provided or is not available to the Superintendent, the Superintendent shall be reimbursed for the use of the Superintendent's personal vehicle in the performance of the Superintendent's duties at the mileage reimbursement rate established by the Department of Administrative Services under State Statute Section 81-1176 in effect at the time of the travel. In no event shall the Superintendent be reimbursed for mileage from his home to work and from work to his home. The mileage rate shall be the current rate as provided by the Internal Revenue Service.
- C. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.

4. FRINGE BENEFITS. The Superintendent shall be entitled to participate in the following fringe benefits:

- A. Retirement: The District shall pay the employer's contribution to the Nebraska Public Employees Retirement System (NPERS) as required by law.
- B. Section 125 Plan: The Superintendent shall be permitted to purchase health and dental insurance coverage through the School District group health and dental plan in effect for each contract year through a salary reduction agreement under the School District's Section 125 Plan.
- C. Membership Dues: The District shall pay for Professional Membership Dues not to exceed Six Hundred Dollars (\$600.00).
- D. A \$30,000.00 term life insurance policy shall be paid for by the District.
- E. The same sick leave and long term disability insurance that is provided to Certified Staff.

5. **Duties.** The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such position as are regularly and customarily expected for the position and such duties and responsibilities as are set forth in Board Policy or Regulation for this position. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking arrangements, writing, lecturing or other professional duties. Mr. Pattee as Superintendent will also be assuming responsibilities of K ó 6 Principal Duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

6. **Board – Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the

District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; 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, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

7. Professional Growth of Superintendent. The District encourages the continuing professional growth of the Superintendent through participation, as he might decide in light of the duties of the Superintendent, in:

- A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and school board associations;
- B. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District.

In its encouragement, the District shall permit a reasonable amount of release time for the superintendent as he deems appropriate to attend to such matters and the District shall pay the necessary membership, tuition, travel and subsistence expenses. Such professional growth expenses shall be limited as provided in Paragraph 9B herein. The Superintendent will prepare, no later than September 1 of each year, and share with the Board, a tentative calendar, indicating the planned travel and vacation time, and will alert the Board to any subsequent changes. The Board shall be notified in advance of any national travel planned. The Superintendent shall report to the Board on his activities upon return to the District.

8. Evaluation. It is understood by and between the parties that the Superintendent is entitled, pursuant by Neb. Rev. Stat. 79-828, to be evaluated twice during his two years of employment, and in the event the Superintendent is retained for additional year of employment, at least once annually thereafter. The Board and the Superintendent shall meet for the purpose of evaluation of the performance of the Superintendent and expressing recommendations and observations on how such performance may be improved no later than December and February during the two years of employment and no later than February each year thereafter. The Superintendent shall be evaluated on the job performance, the Superintendent's professional goals set by the Board and the Superintendent and the District's goals.

9. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties set forth herein, including, but not limited to (1) becoming legally disqualified to perform as Superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcoming in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the

continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Contract termination or amendment may occur for reason of a reduction in force. Suspension or other disciplinary action may be enforced in accordance with applicable law. 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, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of the Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed, the Board of Education may, at its option, cancel or terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

10. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this Contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of resignation of this certificate; and (3) the Superintendent is not under contract with another Board of Education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such license or certificate where charges or potential charges were pending or imminent.

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 remaining term of the Contract unless the Board fixed an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

11. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

12. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion on this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provision of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before _____, _____ 2014 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this _____ day of _____, 2014

Michael Pattee, Superintendent

Executed this _____ day of _____, 2014

Board of Education of Dixon County School District 0070, a/k/a Allen Consolidated Schools

By: _____
Kevin Connot, President of the Board of Education