

WILCOX-HILDRETH PUBLIC SCHOOLS
SUPERINTENDENT CONTRACT

This contract is made by and between the board of education of the School District of Wilcox-Hildreth (a/k/a District #0001), in the County of Kearney, State of Nebraska, hereinafter referred to as "the board", and Justin Patterson, a legally qualified superintendent, hereinafter referred to as "the administrator".

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established, have agreed and do hereby agree, as follows:

I. TERM

- A. The Board by and on behalf of the District does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the Schools of the District for the two (2)-year term commencing on July 1, 2019, and ending on June 30, 2021.
- B. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.
- C. If the Board desires to consider the amendment of this Contract, the Board shall provide written notification to the Superintendent on or before April 15 of each year of this Contract, of its desire to consider the amendment of this Contract. If the Board desires to consider the non-renewal of this Contract at the end of the term of this Contract, the Board shall provide written notice of its intent to consider non-renewal by April 15, 2021.

II. EMPLOYMENT

- A. Duties: In addition to the duties required of the Superintendent by the laws of the State of Nebraska, the Superintendent shall comply with all Board directives, other state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or amended. The Superintendent shall faithfully perform all duties; shall devote full time, skill, labor, and attention to the position of Superintendent of Schools throughout the term of this Contract; and shall perform all acts and services in the best interest of the District. The Superintendent shall

perform the duties of the Superintendent of Schools for the District with reasonable care, skill, and expertise.

- B. **Certification:** The Superintendent presently has, or will have on the first day of the term of this Contract, a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, and shall keep this certificate in full force and effect throughout the term of this Contract. The Superintendent shall register this certificate with the central administrative office of the District, and with any other person, agency, or department as may be required by the laws of the State of Nebraska or by rules and regulations of the Nebraska Department of Education. The Superintendent shall not commence duties, and this Contract shall not become effective, until this certificate is properly registered.
- C. **Physical or Mental Examination:** The Superintendent agrees that, at the request of the Board, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. 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.
- D. **Organization and Direction of Personnel:** The Superintendent is responsible for the administration of instruction and business affairs of the District; and is authorized to select, place, and transfer personnel, and to organize the administrative and supervisory staff with the concurrence of the Board. In any selection, recommendation for employment, organization, placement on salary schedules or salary ranges, transferring, assigning, or reassigning personnel, the Superintendent shall take such action as is consistent with the best interest of the District subject to the guidelines set by the Board in the annual budget for this District and in accordance with the policies of the Board.
- E. **Consultation and Other Activities:** With the permission of the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional activities for other entities; provided, however, that none of such extra activities interfere with the efficient operation of the District or otherwise operate to the detriment of the District. Any days used for outside activities for which the Superintendent would be compensated will be deducted from the Superintendent's earned vacation time.
- F. **Professional Meetings:** Subject to prior approval by the Board, the Superintendent or Superintendent's designee shall represent the District at appropriate professional meetings whether local, state, or national, provided that the attendance of the Superintendent at any such meetings

involving more than one full day out of the office shall be with the approval of the Board. Notwithstanding the foregoing, Superintendent shall be entitled to attend the annual meeting of either the American Association of School Administration or the Association for Supervision and Curriculum Development. The expense of any such attendance shall be paid by the District to an aggregate maximum not to exceed amounts allocated therefore in the budget approved by the Board for the year during the term of this Contract.

- G. Reassignment: The Superintendent cannot be reassigned from the position of Superintendent to another position, without the Superintendent's express written consent or through amendment of the Superintendent's contract pursuant to state law.

III. COMPENSATION

- A. Salary: The District shall provide the Superintendent with an annual salary of One Hundred Fifteen Thousand Dollars (\$115,000) for the school year 2019-2020 and One Hundred Eighteen Thousand (\$118,000) for 2020-2021. The annual salary shall be paid to the Superintendent in twelve equal monthly installments in accordance with the policy of the Board regarding payment of other professional staff members employed by the District.
- B. Adjustment: The Board reserves the right to adjust the annual salary during the term of this contract. Said salary adjustment, however, shall not reduce the annual salary to any lesser amount than as above stated, such adjustment shall be solely at the discretion of the Board. 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 thereby extended the termination date, unless the Board, by specific action, shall expressly extend the 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 the termination date of this Contract.
- C. Deductions: This Contract shall conform to the regulation governing deductions from the above-state compensation with reference to withholding tax, social security, and retirement. Other deductions may be withheld as agreed by the Board and Superintendent.
- D. Payment of Professional Dues: The District shall pay the entire cost of Superintendent's membership in the American Association of School Administrators and the Nebraska Association of School Administrators.

IV. OTHER BENEFITS

- A. Medical Insurance: The Superintendent shall be entitled to the medical insurance coverage accorded other professional employees of the District.
- B. Dental Insurance: Single dental insurance that is available to certificated staff through the District's health insurance carrier.
- C. Transportation: The Board shall provide the Superintendent with transportation required in the performance of his official duties. Should unusual circumstances exist which require the Superintendent to use the Superintendent's own vehicle, the District shall reimburse the Superintendent for the use of a personal vehicle at the legal established rate.
- D. Cell Phone: The district will reimburse the Superintendent at the rate of \$50 per month for use of his personal cell phone.

V. VACATION AND LEAVE

- A. Vacation: During the term of employment, the Superintendent shall be entitled to twenty (20) working days of vacation per calendar year. Vacation time shall be scheduled by the Superintendent so as not to interfere with the normal operation of the District. Vacation days shall be taken within the Contract year in which they accrue, and shall not carry over from year to year. Unused vacation days will be calculated on a per diem basis utilizing the current salary divided by the number of working days during the year. Upon termination of this Agreement, only accrued, but unused, vacation leave shall be compensated.
- B. Sick Leave: The Superintendent shall be entitled to ten (10) sick leave days for each Contract year. The Superintendent may use such leave for the illness of a member of the immediate family. The immediate family shall include a mother, father, spouse, son, daughter, sister, brother, mother or father of a spouse, or grandparents. Unused sick leave may be carried over from one Contract year to the next succeeding contract year to a maximum of 40 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing Contract year or years until the accumulated number of days is less than 40, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 40 days.
- C. Records of Leave: The Superintendent shall keep business records of all days of vacation or sick leave actually taken, and shall regularly advise the Board as to any such leave the Superintendent has taken.

- D. Other Leave: The Superintendent shall be allowed the usual holidays which the District generally recognizes during the course of each Contract year. The Superintendent shall continue to conduct the district's business irrespective of a designated holiday and even if the Superintendent doesn't keep normal business office hours during the holiday breaks.

VI. REVIEW OF PERFORMANCE

- A. Time and Basis of Evaluation: The Board shall evaluate and assess in writing the performance of the Superintendent at least twice during the first year of this Contract. The evaluation shall occur on or before November 21st during the first year. All subsequent years the evaluation will be performed on or before December 21st unless otherwise mutually agreed to by the Superintendent and the Board. During the first year of employment, the second evaluation shall be conducted on or before March 31. The Superintendent is responsible for notifying the Board of the Board's statutory obligation to evaluate the Superintendent by consulting with the President of the Board to see that the Superintendent's evaluation is placed on the Board's agenda during the Contract year on or before the dates specified above. A failure to notify the Board of its need to perform the Superintendent's evaluation shall constitute neglect of duty sufficient to warrant cancellation of this contract.
- B. Evaluation Format and Procedure: The evaluation format and procedure shall generally be in accordance with the Board's policies, and state and federal law.

VII. RENEWAL/NON-RENEWAL

- A. Automatic Renewal of Contract: This Contract shall automatically renew for twelve (12) months from the ending date set forth in Paragraph I.A above, unless the Board takes action on or before April 15, 2021 to terminate or non-renew the automatic renewal provision.
- B. Non-renewal: Non-renewal shall be in accordance with Board policy and/or state law.

VIII. TERMINATION OF SUPERINTENDENT'S CONTRACT

- A. Expiration of Term: This contract shall expire at the conclusion of the term set out above provided that the Board gives notice in writing that it intends to not renew the Contract on or before April 15, 2021.
- B. Mutual Agreement: This Contract shall be terminated by the mutual agreement of the Superintendent and the Board in writing, signed by both parties, upon such terms and conditions as may be mutually agreed upon.

- C. Disability: If the Superintendent is unable to perform the essential functions of the position of Superintendent of Schools because of illness, accident, or other disability for a period of more than two (2) consecutive months during this Contract period, the Board may take action to initiate consideration of cancellation of this Contract.
- D. Retirement or Death: This Contract shall be terminated upon the retirement or death of the Superintendent.
- E. No Penalty for Release or Resignation. There shall be no penalty for the Superintendent's release or resignation from this Contract; provided, however, no resignation shall become effective until the expiration of the Contract unless it is accepted by the Board, which shall determine the date that the resignation shall take effect.
- F. Cancellation: The Board may cancel the Contract of the Superintendent only pursuant to the terms of Nebraska law dealing with cancellation of contracts of certificated employees. In the event that the Board cancels this Contract, the Superintendent shall be afforded all the rights to which he may be entitled as set forth in the Board's policies and state law.
- G. Compensation upon Termination: 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 annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Superintendent. The superintendent shall be paid for accrued, but unused, vacation time. No other leave shall be compensable.

IX. MISCELLANEOUS

- A. Controlling Law: The parties shall be governed by all applicable Nebraska laws, federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.
- B. Complete Agreement. This Contract constitutes the entire agreement between the parties hereto and cannot be modified or amended except by written agreement duly authorized and executed by the Superintendent and the Board. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract.
- C. Severability: In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Acceptance: This offer shall expire unless signed and returned to the Board or its authorized representative by November 30, 2018.

Binding Effect: This Contract is binding on all successor Boards of the District and said Contract may not be assigned or transferred in any manner by Superintendent.

EXECUTED this 19 day of November, 2018.

KEARNEY COUNTY SCHOOL DISTRICT 50-0001, a/k/a/ WILCOX-HILDRETH PUBLIC SCHOOLS

By: 

President of its Board of Education

By: 

Superintendent