

## SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of the South Sioux City School District Number 11, located in Dakota City, in the State of Nebraska, hereinafter referred to as "the Board" and Vernon Fisher, hereinafter referred to as "the Superintendent".

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held July 8, 2013, the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

Section 1. **Term of Contract.** The Superintendent shall be employed for a period of 3 years commencing July 1st, 2013 and expiring on the 30th day of June, 2016. Contract renewal, amendment, termination or cancellation shall be subject to the requirements of applicable State statutes for educators with status of tenure.

Section 2. **Salary.** The annual compensation for the year 2013 will include a salary of \$173,985 to be paid in twelve equal installments, the first installment shall be payable on July 22, 2013 and the remaining installments shall be payable on the 22nd day of each month thereafter. The annual salary for the second and subsequent years of this Contract will be set by the Board. The Superintendent agrees to perform faithfully the duties of the Superintendent of Schools in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. Said salary shall be paid in accordance with the policy of the Board governing payment of other professional staff employees of the District. The Board retains the right to adjust the Superintendent's salary upward during the term of this contract, as an amendment hereto, without such an adjustment constituting a new contract or extending the length of this contract. The Superintendent's salary shall not be reduced during the term of this contract.

Section 3. **Professional Status.** The Superintendent hereby affirms that he is not under contract with another school board or board of education covering any part of or all of the same term provided in this Contract. The Superintendent further affirms that throughout the term of this Contract he will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, which certificate shall be registered in the Administrative Office, South Sioux City Community Schools, Dakota County as required by law.

Section 4. **Superintendent's Duties.** The Superintendent shall organize and arrange the administrative and supervisory staff of the District in a manner which best serves the school District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him with the assistance of his staff. The Superintendent shall have the responsibility for selection, placement and transfer of personnel. He shall be responsible for initiating all personnel matters which require action by the Board, which includes making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote his time, skill, labor, and attention to his duties as Superintendent of Schools throughout the term of this Contract; provided, however, the

Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Section 5. **Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be chief administrative officer for the District, and shall have primary responsibility for implementing of Board policy. The parties agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called its attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 6. **Discharge.** The Contract of the Superintendent may be cancelled or amended by a majority of the members of the School Board during the term of the Contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate by the State Board of Education; (b) breach of any material provision of this Contract; (c) for any of the reasons set forth in this employment Contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) intemperance; or (k) conviction of a felony. The procedures for cancellation during the term of the Contract shall be in accordance with the statutes of the State of Nebraska.

Section 7. **Physical Examination.** The Superintendent agrees to have a comprehensive physical examination performed by a licensed physician once each year during the term of this Contract. A written report by the physician performing such examination certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board and treated as confidential information by the Board. The cost of such physical examinations and physician's reports shall be paid by the District.

Section 8. **Transportation.** The Board shall reimburse the Superintendent for in-district travel \$500.00 annually to be paid in the month of June of each Contract year. Out-of-district travel shall be by school provided car or reimbursed at the district's approved reimbursement rate.

Section 9. **Annual Vacation and Sick Leave.** The Superintendent shall be allowed 20 working days of vacation leave during each year of this Contract to be used in a manner and at times selected by him. The Superintendent shall be entitled to 10 working days of sick leave during each year of this Contract, cumulative 60 days. For the purpose of this section, the term "working days" shall not include any Saturday, Sunday, or legal holiday.

Section 10. **Professional Development.** The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, provided that such attendance does not interfere with the proper performance of his duties under this Contract. The expenses of attendance, when attendance has been authorized by the Board of Education, shall be paid by the District.

Section 11. **Fringe Benefits.** The Superintendent shall receive the following fringe benefits:

- (a) Term life insurance in the face amount of \$50,000; and
- (b) Disability insurance pursuant to the terms of the District's current Contract with National Insurance Services; and
- (c) Payment of Superintendent's annual dues for the Nebraska Council of School Administrators; and
- (d) Payment of Superintendent's annual dues for the American Association of School Administrators; and
- (e) Annual dues for a local service club of the Superintendent's choosing.
- (f) The District will provide or pay for a family health and dental plan as agreed to by the parties.

Section 12. **No Penalty for Release or Resignation.** 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 Contract unless accepted by the Board, and the Board shall fix the time at which the resignation shall take effect.

Section 13. **Compensation Upon Termination and Credit for Accrued Vacation.** Upon lawful termination of this Contract the Superintendent will be paid to the date of termination. Any portion of the salary paid, but not earned prior to the date of termination of this Contract shall be refunded by the Superintendent. Upon termination or expiration of this Contract, the Superintendent shall be entitled to compensation for all unused accrued annual vacation leave at the salary rate effective during the school year in which the vacation credit was earned.

Section 14. **Renewal of Contract After Contract Expiration Date.** The Secretary of the Board, shall, not later than January 15, of every year, notify the Superintendent in writing of the Board's intention not to renew this Contract. Similarly, the Superintendent shall, not later than January 15, of every year, notify the Board in writing of the Superintendent's intention not to continue this Contract. Failure by either party to so notify the other shall result in an automatic renewal of this Contract for a period of one year from and after the Contract expiration date provided in Section 1 of this Contract.

Section 15. **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 16. **Amendments to be in Writing.** This Contract may be modified or amended only in writing and duly authorized and executed by the Superintendent and the Board

Section 17. **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 enforceability of the remaining provisions of this Contract.

Section 18. **In-district Reimbursement for Educational Costs.** The Board shall reimburse the Superintendent for expenses incurred for in-district approved educational costs.

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

EXECUTED BY THE BOARD:

\_\_\_\_\_  
Date

\_\_\_\_\_  
President or Chairman  
Board of Education

\_\_\_\_\_  
Secretary  
Board of Education

EXECUTED BY THE SUPERINDENDENT:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent