

Superintendent Contract

IT IS HEREBY AGREED by and between the Board of Education of the Overton School, District 24-0004, located in Dawson County, in the State of Nebraska, hereinafter referred to as "Board" and Mark A. Aten, hereinafter referred to as "Superintendent", that the said Board, in accordance with its actions as of the minutes of the meeting held on the 12th day of December, 2022, has and does hereby employ Mark A. Aten as Superintendent.

Whereas the Board of Education desires to employ the Superintendent to lead the District and the Superintendent desires to accept such employment;

Whereas the Board of Education and the Superintendent are aware of the close working relationship they must maintain in order to effectively govern and lead the school;

Whereas the Board of Education and its Superintendent recognize that there are potential areas of overlapping roles and responsibilities between their positions and desire to minimize the conflicts which may arise from such;

Now therefore it is agreed by and between the parties as follows:

1.0 Offer and Acceptance

- 1.1 The Board of Education offers to employ the Superintendent to be its chief Administrative officer pursuant to the terms and conditions of this contract.
- 1.2 The Superintendent accepts such offer of employment and agrees and affirms as follows:
 - 1.2.1 That he/she agrees, during the period of this contract, to perform his/her duties and obligations pursuant to Federal and State laws, board policies and rules, and this contract.
 - 1.2.2 That he/she will hold throughout the term of this contract a valid Nebraska Professional Administrative and Supervisory Certificate.
 - 1.2.3 The Superintendent hereby agrees to devote his time, skill, labor and attention to said employment.

2.0 Terms of Contract

- 2.1 This contract shall be for a period of three years commencing on July 1, 2023 and expiring on June 30, 2026 All attachments to this contract shall be considered binding and part of this agreement.
- 2.2 The Board shall devote a portion, at least annually, to a discussion of contractual arrangements between the Superintendent and the District. The official meeting for renewing the Superintendent's contract will be the official Board meeting during the month of December. The salary and compensation for the Superintendent will be negotiated prior to the regular June Board meeting. The

failure to notify the Superintendent in writing on or before the regular January Board meeting prior to the expiration of the current contract of the Board's intent not to renew the contract, will automatically result in a one-year extension of the exiting contract.

- 2.3 Throughout the term of this contract, the Superintendent shall be subject to discharge for good and just cause. The reason for such dismissal shall be given in writing to the Superintendent, with approval of the majority of the Board. The Superintendent shall have the right to notice of hearing and due process. If the Superintendent chooses to be accompanied by legal counsel at the hearing, said legal expenses will be incurred at the expense of the Superintendent.
- 2.4 Should the Superintendent be unable to perform any or all of his/her duties by reason of illness, accident or other disability than his/her accumulated sick leave during the year, the Board may, at its discretion, make proportionate deduction for the salary stipulated herein. If, after a medical examination, it is determined that such disability is permanent, irrefutable, or of such nature as will make the performance of the Superintendent's duties impossible, the Board may, at its discretion, terminate this Agreement where-upon the respective duties, rights, and obligations of both parties shall be terminated.
- 2.5 The Superintendent does hereby agree to have a medical examination annually, that a statement certifying to the physical competency of the Superintendent and treated as confidential information by the Board. This physical shall be given by the Superintendent's personal physician and the cost shall be borne by the District.
- 2.6 The Superintendent shall fulfill all aspects of this contract, any exceptions thereto being a mutual written consent of the Board and the Superintendent. Failure to fulfill the obligations agreed to in this contract will be viewed as a violation of the Administrator's Code of Ethics, will be good and just cause for discharge as noted above, and will be reported by the Board, after due process, to the appropriate State educational authorities and National Associations of School Administrators.

3.0 Resignation of Year End

- 3.1 The Superintendent shall have the right to unilaterally resign from this contract effective June 30th of any given year if he/she submits his/her written resignation to the president of the Board on or before March 31st of that year.
- 3.2 If the Superintendent desires to resign on a date other than June 30th or if his/her resignation is received by the president of the Board after March 31st, the resignation must be mutually agreed by the Board.
- 3.3 There shall be no penalty for release or resignation of the Superintendent from this contract.

4.0 Compensation

- 4.1 The District shall pay the Superintendent \$145,000.00 and of the further agreements and considerations herein stated. Such amount shall be paid in twelve equal installments in accordance with policies of the Board, governing payment of other professional staff in the District.
- 4.2 The Superintendent will receive all personal benefits accorded to other

professional staff members.

- 4.3 The District shall provide the Superintendent with eligible health and family dental on the same plan as the certified staff.
- 4.4 The District shall provide the Superintendent with Disability Insurance on the same plan as the certified staff.

5.0 Holidays, Vacation, & Sick Leave

- 5.1 The Superintendent shall be granted the following holidays without loss of pay: Winter School Break Days, Spring School Break Days, Easter School Break Days, Thanksgiving School Break Days, Memorial Day, Independence Day, and Labor Day.
- 5.2 On days of inclement weather when classes are not conducted and teaching staff are not required to report to work, the Superintendent shall not be required to report to work. The Superintendent shall not be required to report to work except to the extent necessary to address emergency issues related to such inclement weather.
- 5.3 The Superintendent shall be allowed fifteen (15) working days vacation leave annually, exclusive of legal holidays, and shall be entitled to the same accumulation of sick leave as prescribed by Board policies for other professional staff members. Any extended vacation period while school is in session will require advanced approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. In each subsequent contract year, the Board shall give the Superintendent the number of days necessary to restore the total to fifteen days. For example, if 8 days of vacation one year, the board will provide 7 days the following year to bring his total to 15 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. At least annually, at the Board's regularly scheduled meetings, and at other times upon the Board's request, the Superintendent shall report to the Board on the number of vacation days used. The Board may require vacation days to used and shall compensate for unused vacation days upon the conclusion of employment..
- 5.4 The Superintendent shall be allowed three (3) personal days as allowed to other professional staff members. These days are non-accumulative.
- 5.5 The Superintendent shall be allowed three (3) bereavement days as allowed to other professional staff members. These days are non-accumulative.

6.0 Professional Activities/Professional Growth

- 6.1 The Board requires the Superintendent to continue his professional development and to participate in relevant learning experiences. The Superintendent shall, therefore, attend appropriate professional meetings at the local, state, regional and national levels.
- 6.2 The expenses of such attendance shall be borne by the District. The Superintendent shall file itemized expense statements monthly, as required by the Board.

- 6.3 The District shall reimburse the Superintendent for all reasonable expenses incurred in the performance of his/her duties as Superintendent.
- 6.4 The Overton Board of Education annually requires a minimum of three (3) hours of college credits or its Professional Growth point equivalent.
- 6.5 The District shall pay for the Superintendent's professional dues to state and national associations including, but not necessarily limited to, NCSA.

7.0 Job Performance Evaluation

- 7.1 During the first year of this contract (pursuant to *Neb. Rev. Stat. 79-828*), the District's Board of Education shall evaluate the job performance of the Superintendent twice. The first evaluation be conducted on or before December 31st. The second shall be conducted on or before March 31st, unless otherwise mutually agreed to by the parties.
- 7.2 After the first year of the contract, the Board shall evaluate the Superintendent on an annual basis.

8.0 Memorandum of Understanding

- 8.1 In the materials submitted to board members prior to a board meeting, the Superintendent shall present all relevant information (including both the information that supports his/her recommendations and that which does not).
- 8.2 With regard to action items on the agenda, the Superintendent shall inform the Board of viable options or alternatives, if any, which may exist.
- 8.3 Neither the Superintendent nor any of the Board members engage in any of the following tactics at board meetings:
 - 8.3.1 Disclosing "surprise" information that could have been shared with others prior to the meeting.
 - 8.3.2 Asking "surprise" questions designed to "catch someone off-guard" or embarrass them rather than to seek clarification or additional information.
 - 8.3.3 Bringing up "surprise" items (other than emergency items) for discussion when such items are not on the agenda.
- 8.4 A list of bills will be included in the materials sent to the board members prior to the meeting. The board members will review those bills and call or conference with the Superintendent with any questions they may have prior to arriving for the board meeting.
- 8.5 When complaints are brought to board members, the board members will listen to the complaint, but, will direct the complainant to the appropriate level in the chain of authority in the school system. If the complainant exhausts his/her administrative remedies (including having presented his/her complaint to the Superintendent), the board member shall direct the complainant to reduce his/her complaint to writing and submit it to the president of the Board. The president of the board shall provide a copy of the written complaint to the Superintendent and review it with him/her. After conferencing with the

Superintendent, the president shall decide whether or not the complaint is a matter that warrants board consideration. If so, he/she shall place the matter on an upcoming board agenda. If not, he/she shall so notify the complainant.

- 8.6 The Superintendent shall be responsible for recruiting, screening, and interviewing processes for all employment vacancies in the district. He/she shall recommend candidates for employment in the District. The board of education shall decide whether or not to accept the recommendation. If the board of education, does not accept the recommendation of the Superintendent, the Superintendent shall submit a different recommendation at a subsequent meeting of the board.
- 8.7 The Superintendent shall have the responsibility of operating the school system within the overall limits of the approved budget. Once the budget is approved, the Superintendent shall have the authority and discretion to approve all purchases of goods, materials, and services which he/she believes are necessary or desirable for the operation of the school district.
- 8.8 The primary responsibility of the Board shall be to formulate and adopt policies. The primary responsibility of the Superintendent shall be to implement and enforce such policies and to administer the day-to-day operations of the District.
- 8.9 The Superintendent shall assist the Board with reviewing and revising its policies on a regular basis.
 - 8.9.1 When situations arise which are not covered by Board policy, the Superintendent shall have the authority to take whatever action he/she believes to be best under the circumstances.

9.0 Respective Roles of Board & Superintendent

- 9.1 The parties agree that the primary role of the Board shall be formulating and adopting policies for the District, while the Superintendent's primary role (as the chief administrative officer for the District) shall be implementing and enforcing such policies and administering the day-to-day operations of the district.

10.0 Superintendent Indemnification

- 10.1 The District shall include the Superintendent as a named insured in its liability and errors omission insurance policies.
- 10.2 The District shall, to the full extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him/her in his/her individual capacity or his/her official capacity as an agent and/or employee of the District, provided that the incident arose while the Superintendent was acting on matters related to his/her employment with the District.

11.0 Breach of Contract

- 11.1 In event of a material break of this contract by the Superintendent, the the Board of Education may proceed with cancellation of this contract pursuant to *Neb. Rev. Stat. 79-827*.

12.0 Miscellaneous Provisions

- 12.1 The Superintendent shall attend all meetings of the Board of Education and shall be seated at the left of the person conducting the meeting.
- 12.2 Notwithstanding the preceding provision, the Superintendent shall not, unless invited by the Board, attend any closed session where his/her job performance is being considered.
- 12.3 This contract shall be interpreted under the laws of the State of Nebraska.
- 12.4 If any portion of this contract is 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.
- 12.5 This contract may be modified or amended by the parties. Such modifications shall be in writing and duly authorized and executed by the Board and the Superintendent.
- 12.6 At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the district has complied with the Superintendent Pay Transparency Act.


Dated this 12th day of **December, 2022**

Superintendent: 

Attest:  12/22/23

President - Board of Education

Date

 12/22/23

Secretary Board of Education

Date