

**CONTRACT OF EMPLOYMENT
FOR SUPERINTENDENT
OF THE CRAWFORD PUBLIC SCHOOLS**

THIS CONTRACT is made by and between the Board of Education of the Dawes County School District No. 23-0071, commonly known as Crawford Public Schools, (the "Board" and the "District," respectively) and Ted Classen (the "Superintendent").

In accordance with action taken by the Board as recorded in the minutes of the Board meeting on August 22, 2016 the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment as Superintendent of the District, subject to the following terms and conditions:

Section 1. Term of Contract

The Superintendent is employed as superintendent of schools on an "interim basis" beginning on August 23, 2016 through June 30, 2017 (the "term"). Except as provided for herein, the Superintendent shall be on duty all weekdays during the school year and during all times the District offices are open during summer break. The Superintendent may also be required to perform duties on weekends as necessary. The Superintendent shall not be required to work on permissible leave days pursuant to this Contract. The Superintendent shall not be required to work on the holidays, as defined herein, unless an emergency or unforeseen circumstance requires that the Superintendent work on a holiday. Holidays are defined as July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday and the Monday after Easter Sunday (as long as school is not in session), and Memorial Day. If a holiday falls on a Saturday, then the Superintendent shall not be required to work the preceding Friday. If a holiday falls on a Sunday, then the Superintendent shall not be required to work on the following Monday.

Section 2. Annual Base Salary

The Superintendent's salary for the term shall be \$113,000.00, which the District shall pay in conformity with its practice of paying the District's certificated staff.

Section 3. Renewal of Contract

The Superintendent and Board both acknowledge that the Superintendent is serving on an interim basis through June 30, 2017. To comply with State statute, the Board will inform the Superintendent of its intent not to renew the Contract on or before April 15, 2017.

Section 4. Legal Representations

The Superintendent affirms that: (1) the Superintendent holds 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; (2) the required certificate to perform the assigned duties will be registered with the District 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 registration 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.

Section 5. Superintendent's Duties

The Superintendent shall perform faithfully the duties of superintendent of the District pursuant to this Contract, the laws of the State of Nebraska, the rules and regulations of the Nebraska Department of Education, and the Board's policies, rules, regulations, and directives. These duties shall include organizing and arranging the administrative and supervisory staff of the District in a manner that best serves the District's schools. The duties also shall include being responsible for the administration of instruction and business affairs, for selecting, placing and transferring personnel, for initiating all personnel matters that require action by the Board, and other duties assigned by the Board from time to time. He will devote his full time, skill, labor and attention to carrying out his duties. With the approval of the Board, the Superintendent may undertake, with or without honorarium, consultative work, speaking engagements, writing, lecturing or other duties.

Section 6. Board-Superintendent Relationship

The Superintendent and the Board agree, individually and collectively, not to interfere with or usurp the other's duties or responsibilities. Board members, individually and collectively, promptly will refer criticisms, complaints, and suggestions brought to its attention to the Superintendent for action, study, and/or recommendations, as appropriate. Individual Board members agree that they will not give direction to the Superintendent or any employee regarding the management of the District or the solution of a specific problem, unless the direction is (a) requested by the Superintendent, (b) given by the Board at a duly called Board meeting, or (c) given by a Board member after being authorized to give such direction at a duly-called Board meeting.

Section 7. Evaluation of the Superintendent

The Board shall evaluate the Superintendent at least once each semester during the 2016/2017 school year. The Board President shall have responsibility for completing the evaluation form on behalf of the Board. The Superintendent shall sign the evaluation to acknowledge receipt of the evaluation and a copy of each evaluation with the signatures of the Board President and the Superintendent shall become part of the Superintendent's personnel file.

Section 8. Cancellation, Amendment, or Nonrenewal

The Board may cancel or amend this Contract during its term for any of the following reasons:

- (a) Cancellation, termination, revocation, or suspension of the Superintendent's Nebraska Administrative and Supervisory Certificate by the State Board of Education;
- (b) The Superintendent's breach of any material provisions of this Contract;
- (c) Conviction of a felony;
- (d) Any material representations in Section 4 of this Contract by the Superintendent are determined to be false or incorrect; or
- (e) The Superintendent's (i) incompetency, (ii) neglect of duty, (iii) unprofessional conduct, (iv) insubordination, (v) immorality, or (vi) physical or mental incapacity.

If the Board determines that it is appropriate to consider cancellation or amendment of this Contract during its term, the Board shall notify the Superintendent in writing of the alleged grounds for cancellation or amendment of the Contract and that the Superintendent's Contract may be canceled or amended. Within seven calendar days after the Superintendent's receipt of such notice, the Superintendent may make a written request for a hearing to the Secretary of the Board. If a hearing is not requested by the Superintendent within seven calendar days after the Superintendent's receipt of the Board's notice, then the Board shall make the final determination without a hearing regarding cancellation or amendment of the Contract. If a hearing is timely requested by the Superintendent, the Board shall, at least five calendar days prior to the date of the hearing, notify the Superintendent in writing of the hearing date, time, and place. The hearing shall be held within 30 calendar days of the Superintendent's written request for a hearing, unless such 30 day period is extended by written agreement of the Superintendent and the Board, or their respective representatives. Prior to scheduling of action or the hearing, if requested, the notice of possible cancellation and the reasons supporting possible cancellation shall be considered a confidential employment matter subject to the provisions of Sections 79-539, 79-8,109, and 84-1410 and shall not be released to the public or any news media.

Suspension or other disciplinary action may be enforced according to applicable law.

With the exception of any salary and benefits accrued prior to Board action, all salary and benefits provided for in this Contract shall cease upon cancellation of this Contract by the Board. Salary and benefits earned or accrued prior to Board action shall be paid to the Superintendent within 30 days of Board action or any earlier date required by law.

The Board may elect to not renew this Contract at the end of its term for any reason it deems sufficient if such non-renewal is constitutionally permissible.

Section 9. Termination by Mutual Agreement

The Board and the Superintendent may by mutual agreement terminate this Contract based on mutually agreeable terms.

Section 10. Deductions from Annual Base Salary

The District shall make deductions from the Superintendent's salary, as required by state and federal law. This Contract is subject to the provisions of the Nebraska School Employees Retirement Act.

Section 11. Transportation

The Superintendent has the option of using a District vehicle or his personal automobile where transportation is necessary to perform his duties. When the Superintendent uses his personal automobile to perform his duties, the District shall reimburse him at the mileage rate allowed by the State for use of personal vehicles. Where appropriate and feasible, the Superintendent shall use a District vehicle to perform his duties. As used herein, the Superintendent's duties shall not include his personal commute to and from the Superintendent's permanent or temporary home, whether within or outside of Crawford.

Section 12. Professional Development

The Board expects and encourages the Superintendent to continue his professional growth and development. As a result, the Board expects that the Superintendent shall attend appropriate professional meetings at the local, state, and national levels, provided that such attendance does not interfere with the performance of his duties under this Contract. The District shall pay the fees and expenses associated with the Superintendent's attendance at such meetings, subject to approval of the Board.

Section 13. Fringe Benefits

The Board will provide the Superintendent with the fringe benefits and pay the cost or premium listed below.

- (a) Long-Term Disability and Life Insurance

The Board will provide the Superintendent with the long-term disability and life insurance that it provides to certified staff.

- (b) Housing

The Board will provide the Superintendent up to \$500 per month during the term of this Contract for his expenses of living in Crawford. The Superintendent shall provide documentation to the District that such expenses have been incurred.

- (c) Professional Dues

The Board will provide a maximum of \$850 per year for professional dues, including dues for the Nebraska Council of School Administrators.

- (d) Vacation Days

The District shall provide the Superintendent up to 22 days of paid vacation leave for the term of this Contract subject to a maximum accrual limit set forth herein. If, for any reason, this Contract is renewed for additional terms, any unused accumulated vacation leave may carry over, but in no event shall the Superintendent accrue more than 22 days of vacation leave. The Superintendent may use his vacation days as he chooses so long as his absence does not interfere with the performance of duties. The Superintendent will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. Notwithstanding the foregoing, the parties specifically agree that the Superintendent may take vacation leave (either full or partial days) on August 24, 2016 through August 29, 2016; September 6, 2016; and September 12, 2016 through September 20, 2016. Upon termination of the Contract, the District will reimburse the Superintendent for up to 22 days of unused vacation leave, which shall be determined by dividing his base salary by 240.

(e) Sick Leave Days

The District shall provide the Superintendent with up to 10 days of paid sick leave for each term of this Contract, subject to the maximum accrual limit set forth herein. If, for any reason, this Contract is renewed for additional terms, any unused accumulated sick leave may carry over, but in no event shall the Superintendent accrue more than 45 days of sick leave. The Superintendent may use sick leave for his own injury or illness or to care for his spouse due to an injury or illness. If the Superintendent is absent for more than five consecutive days because of illness or injury, the Board may require that the Superintendent provide a doctor's certificate confirming that the absence was a reasonable and necessary consequence of his illness or injury.

(f) Bereavement Leave

The District shall provide the Superintendent up to five days of paid bereavement leave for the term of this Contract in the event of death of spouse, child, grandchild, parent, son-in-law, daughter-in-law, grandparent, parent-in-law, sister, brother, sister-in-law, or brother-in-law. The District may provide additional days without payment of salary with approval of the Board.

(g) Leave Log

The Superintendent shall maintain a monthly vacation, sick, and bereavement leave log which shall be kept current and available for review by any Board member at the District's central office.

Section 14. No Penalty for Resignation

There shall be no penalty for release from this Contract by the Superintendent; provided no release shall be effective until the expiration of the remaining term of this Contract, unless otherwise specified in this Contract.

Section 15. Legal Actions

To the fullest extent allowed by law, District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as an agent and employee of the Board provided the incident arose while the Superintendent was acting in the course and scope of his employment and further provided that the Superintendent acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the District, and with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 16. Governing Laws

The parties agree that they 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 17. Amendments to be in Writing

All amendments of this Contract shall be in writing and signed by the Superintendent and Board President after approval by the Board.

Section 18. Severability

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.

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

Executed by the Board this 22 day of August, 2016.

Kalvin B. Dodel
President, Board of Education

Barry Stewart
Treasurer, Board of Education

Executed by the Superintendent this 23 day of August, 2016.

Ted Clasen
Superintendent, Crawford Public Schools

Superintendent Pay Transparency Notice—Approved Contract (*Ted Classen*)

Notice is hereby given that Crawford Public Schools has approved a Superintendent employment contract at a special board meeting held on August 22, 2016 at the Distance Learning Building in Crawford, Nebraska.

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After the 2016/17 school year, how many years remain on the contract:

The estimated costs to the District for the 2016/17 year and future years are listed below:

	2016/17 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 113,000.00	\$ -	\$ 113,000.00
Benefits and Payroll Costs Paid by district:			
• <i>Insurances (Life, Long Term Disability)</i>	\$ 500.00	\$ -	\$ 500.00
• <i>District's share of retirement, FICA and Medicare</i>	\$ 19,806.41	\$ -	\$ 19,806.41
• <i>Vacation Leave Accrual Limit (22 days)</i>	\$ 10,358.33	\$ -	\$ 10,358.33
• <i>IRS Value of Housing Allowance</i>	\$ 5,250.00	\$ -	\$ 5,250.00
• <i>Association / Membership dues</i>	\$ 850.00	\$ -	\$ 850.00
• <i>Professional Development/Travel</i>	\$ 1,500.00	\$ -	\$ 1,500.00
TOTALS	\$ 151,264.74	\$ -	\$ 151,264.74