SUPERINTENDENT EMPLOYMENT AGREEMENT

This Superintendent Employment Agreement ("Agreement") is entered into this 12th day of May 2014, by and between the Elkhorn Public School District (the "District"), and Stephen R. Baker ("Superintendent").

RECITALS:

WHEREAS, Superintendent is currently employed by the District pursuant to a 2013 Superintendent Employment Agreement and the parties wish to terminate that agreement as of June 30, 2014 and enter into this Agreement effective July 1, 2014.

WHEREAS, the Elkhorn Public Schools Board of Directors (the "Board") desires to employ Superintendent on a full-time basis, subject to the terms and conditions contained herein, and Superintendent desires to accept this offer of employment.

WHEREAS, the District and Superintendent have agreed to enter into this Agreement which supersedes any and all prior agreements between the District and Superintendent.

AGREEMENT:

1. **TERM.** The term of this Agreement shall be three (3) years, commencing on July 1, 2014 and ending on June 30, 2017, unless extended by mutual agreement between the parties or terminated as provided herein. On or before February 15, 2017, Superintendent shall notify the Board, in writing, of his intention to renew or not renew this Agreement for an additional term. For purposes of this Agreement, the term "contract year" shall mean the time period between July 1st of the calendar year and ending on June 30th of the following calendar year.

2. **DUTIES.** Superintendent shall devote his full-time attention to providing those executive, advisory, administrative, and management services necessary and appropriate to carry out the goals and objectives of the District and shall perform such other duties that may be requested by the Board, including attendance and participation at all board meetings and committee meetings unless otherwise excused. All duties performed by Superintendent shall be conducted in a professional manner and in the best interests of the District according to the policies and directives established from time to time by the District. Superintendent shall not engage in any activity that may conflict or interfere with the performance of his duties under this Agreement. Superintendent affirms that he holds a valid certificate and is legally qualified to hold the position of Superintendent pursuant to the laws of the State of Nebraska and is not under contract with any other school board or school district.

3. **COMPENSATION AND BENEFITS.** For all services rendered by Superintendent, the District shall provide the following compensation and benefits:

   a. **Base Salary.** During the first contract year from July 1, 2014 to June 30, 2015, Superintendent shall receive an annual base salary of $225,650, less applicable deductions. During the second contract year from July 1, 2015 to June 30, 2016, Superintendent shall receive an annual base salary of $232,420, less applicable deductions. During the third contract year from July 1, 2016 to June 30, 2017, Superintendent shall receive an annual base salary of $239,390, less applicable deductions. Superintendent shall be compensated on a monthly basis in accordance with the normal payroll policies and practices adopted by the District.

b. Fringe Benefits. The District shall pay for family health and family dental insurance. If the contract is not extended beyond the 2016-17 contract year the District will provide compensation for 12 additional months of family health and family dental insurance. Except as otherwise provided herein, Superintendent shall be eligible to receive paid leave benefits generally made available to administrative personnel of the District, long-term disability insurance, and term life insurance coverage in the amount of $50,000.

c. Vacation. At the beginning of each contract year under this Agreement, Superintendent shall receive twenty (20) days paid vacation to be taken at such times as selected by Superintendent, with advance notice to the Board. Superintendent's vacation benefits shall be capped at twenty (20) days. Superintendent may cash out and receive payment for up to five (5) unused vacation days at the end of each contract year on June 30th. Vacation days shall be paid by calculating the daily rate of Superintendent's annual base salary during the contract year, less applicable deductions. Vacation days that have not been paid to Superintendent or used during the contract year shall be carried over to the subsequent contract year and combined with additional vacation days to reach the maximum of twenty (20) total days. All unused and unpaid vacation days (up to the twenty (20) day maximum) shall be paid to Superintendent upon termination of the employment relationship.

d. Holidays. Superintendent shall be eligible to receive and be compensated for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas Day.

e. Car Allowance. A car allowance shall be provided to Superintendent for using his private vehicle when conducting business on behalf of the District. An annual car allowance of $6,000 shall be payable to Superintendent in monthly installments during each contract year under this Agreement, less applicable deductions required by law.

4. TERMINATION OF AGREEMENT. This Agreement may be terminated as follows:

a. Mutual Agreement. During the term of this Agreement, the Board and Superintendent may mutually agree, in writing, to terminate this Agreement along with all obligations arising hereunder.

b. Termination by District. This Agreement may be terminated by the Board for any of the following reasons: (i) revocation or suspension of Superintendent's certificate by the State Board of Education; (ii) breach of any of the material provisions of this Agreement by Superintendent; (iii) dishonesty, fraud, willful misconduct, gross negligence, or acts of moral turpitude by Superintendent; (iv) incompetency; (v) neglect of duties; (vi) unprofessional conduct; (vii) insubordination; (viii) immorality; (ix) physical or mental incapacity subject to the provisions of Paragraph 4(c) below; (x) failure to give evidence of professional growth as required by Neb.Rev.Stat. § 79-830; or (xi) other conduct which interferes substantially with the continued performance of duties. In the event of termination pursuant to this Paragraph, the District shall be released of all obligations arising hereunder. Upon termination, Superintendent shall be afforded all rights under polices adopted by the District and as provided under state law, Neb.Rev.Stat. § 79-801, *et seq.*

c. **Termination for Physical or Mental Incapacity.** In the event Superintendent is unable to perform the duties and obligations of this Agreement by reason of a physical or mental illness or disability extending for a period of more than ninety (90) days after exhaustion of accumulated sick leave and any other leave available to Superintendent, the Board, at its option, may terminate this Agreement, whereupon all obligations arising hereunder shall terminate. In the event of disability, Superintendent shall be eligible to receive disability benefits payable pursuant to any insurance coverage provided by the District.

5. PROFESSIONAL ACTIVITIES AND ORGANIZATIONS. Superintendent shall participate in professional activities, including but not limited to, national, state, and local educational associations and workshops that reflect the goals and objectives of the District. The District shall reimburse Superintendent for reasonable and necessary expenses related to these activities. The District shall also reimburse Superintendent for professional dues relating to his membership in the Nebraska Council of School Administrators (NCSA), the American Association of School Administrators (AASA), the Association for Supervision and Curriculum Development (ASCD), the Association for School Business Officials (ASBO), Phi Delta Kappa, Rotary, and any other professional or community service organizations approved by the Board.

6. EXPENSE REIMBURSEMENT. Superintendent shall be reimbursed for all reasonable and proper business travel and other out-of-pocket expenses incurred by Superintendent in connection with the performance of his duties and responsibilities on behalf of the District. Superintendent shall present an itemized and detailed accounting of such expenditures and receipts on forms required by the District and in conformity with applicable laws and regulations of the Internal Revenue Service.

7. PERFORMANCE EVALUATION. The Board will conduct a written evaluation of Superintendent's job performance each contract year. Upon completion of such evaluation, the Board will meet with Superintendent to review the evaluation and may present recommendations and directives that are reasonable and proper. Superintendent shall sign and receive a copy of the evaluation and shall have the right to submit a verbal or written response. Written documentation reflecting the evaluation and any response submitted by Superintendent shall be retained and become part of Superintendent's personnel file.

8. INDEMNIFICATION. The District will defend, indemnify and hold Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of his employment for the District. Superintendent shall give the Board prompt notice of any claim, defense or request for indemnification. The Board shall have professional liability insurance for Superintendent with the same policy limits and coverage provided to members of the Board and certified staff employees of the District.

9. RETURN OF DISTRICT PROPERTY. Upon termination of Superintendent's employment for any reason, Superintendent will immediately return to the District all District property in his possession including all data, electronic information, materials, documents, keys, security badges, computers and related equipment, credit cards, telephones, office equipment and software furnished to Superintendent by virtue of his employment. Superintendent agrees that he will not make or retain copies of District data, electronic information, materials or documents after separation from employment.

10. SEVERABILITY. If any provision of this Agreement will be held invalid or unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect.

11. NON-WAIVER. The waiver by either party of any breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach or violation hereof.

12. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto. No change, addition, or amendment will be made except by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ELKHORN PUBLIC SCHOOLS DISTRICT

By: _____

Title: President, Elkhorn Public Schools Board of Education

Date: 5-12-14

STEPHEN R. BAKER

_____

Date: 5/12/14

Attest:

By: _____

Title: Secretary, Elkhorn Public Schools Board of Education

Date: May 12, 2014