

EMPLOYMENT AGREEMENT



between

**BLANE McCANN
SUPERINTENDENT OF SCHOOLS**

and the

**BOARD OF EDUCATION
OF
SCHOOL DISTRICT NO. 66 OF
DOUGLAS COUNTY, NEBRASKA
AKA
WESTSIDE COMMUNITY SCHOOLS**



2017 – 2020

EMPLOYMENT AGREEMENT

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 66 OF DOUGLAS COUNTY, NEBRASKA (the "Board") and BLANE MCCANN (the "Superintendent") pursuant to action of the Board taken at its meeting on July 17, 2017.

1. Term of Employment. The Board hereby employs the Superintendent as Superintendent of Schools for School District Number 66 of Douglas County, Nebraska (the "District") for a term of three (3) years, commencing July 10, 2017, and ending July 9, 2020. The Board shall notify the Superintendent prior to April 15 of each year whether or not it will extend this Agreement for a new three-year term beginning on July 10 of each year (collectively, the "Term"). For example, the Board shall notify the Superintendent prior to April 15, 2018, whether or not this Agreement will be renewed for a new three-year term beginning on July 10, 2018 and ending July 9, 2021, or whether the end of the term remains July 9, 2020.

The Superintendent hereby accepts such employment on the terms herein set forth and as prescribed by the laws of the State of Nebraska and by the rules and regulations made thereunder by the Board. As used in this Agreement, school year shall mean from September 1 through August 31 of the respective year.

2. Compensation and Benefits. For his services hereunder, the Superintendent shall be paid an annual salary of Two Hundred and Fourteen Thousand Two Hundred and Forty Dollars (\$214,240) during the period July 10, 2017 – July 9, 2018, payable in equal installments in accordance with the policy of the Board governing the payment of other professional staff members in the District. The Superintendent's salary beyond July 9, 2018, shall be determined in accordance with the Superintendent's annual review as described in Section 7 below.

a. The District will pay 100% of the cost of one (1) annual medical examination of the Superintendent which is required of or requested by the Superintendent, up to a maximum amount of \$500.00;

b. The District will pay the cost for term life insurance for the Superintendent with no less than \$150,000.00 limits, long-term disability insurance and family dental insurance;

c. The Superintendent will be provided an allowance for cellular telephone expenses at the rate of \$100.00 per month;

d. The District will provide a transportation allowance of \$875.00 per month which shall serve to compensate the Superintendent for all motor vehicle transportation costs, including lease or purchase costs, maintenance (repairs, insurance etc.) and fuel, to assist with motor vehicles expenses incurred in appropriately carrying out his responsibilities during the term of this Agreement, payable in equal, monthly installments, less applicable withholding

e. The Superintendent shall receive thirty (30) days of paid vacation per year. Unused vacation days may not be carried over from school year to school year. At the conclusion of employment the Superintendent will be paid for all vacation days received but unused during the then-current school year.

3. Performance Bonus. The Board may, but is not obligated to, pay an annual performance bonus to the Superintendent in such amount as it deems appropriate following its annual performance review of the Superintendent's job performance, up to a maximum amount of Fifteen Thousand Dollars (\$15,000.00).

4. Retirement Plan Payment. During the term of this Agreement, and subject to the Superintendent's continued employment through the applicable school year, the District shall contribute the gross sum of Twenty Thousand Dollars (\$20,000.00) per school year towards one or more retirement plans now in existence or hereafter established (the "Retirement Plan Payment"). The Retirement Plan Payment will be paid over regular District pay periods throughout the respective school year.

5. Employment Duties. The Superintendent shall be responsible for administration of the schools under the direction of the Board. He shall be the chief executive officer of the District; and shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, subject to the approval of the Board. The Superintendent shall not have assigned hours of responsibility, but shall substantially devote normal business hours to his employment obligations to the District.

The Superintendent agrees to report periodically to the Board matters relating to the administration of the District, its personnel, business, or curriculum. The Superintendent or his designee shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for the good order of the District; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time.

The Board shall comply with Board policy in regard to referring all matters coming to its attention in connection with operation of the District. The Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, serve as ex officio member of all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups; provided, however, that the Board may meet without the Superintendent in attendance regarding matters relating to the Superintendent's employment or relating to other matters where it is not appropriate for the Superintendent to be present.

6. Annual Performance Evaluation. The Board shall evaluate and assess the performance of the Superintendent and meet with the Superintendent to discuss such performance at least once a year during the term of this Agreement. Likewise, at least once each year the Superintendent may evaluate the performance of the Board.

7. Annual Review. It is the intent of the Board to set forth the express terms of this Agreement in advance to provide for a smooth annual review process. Nevertheless, the Board reserves the right to review this Agreement annually. The Board shall have the right to adjust the annual salary and other benefits of the Superintendent under this Agreement during the term hereof, so long as said adjustments do not to reduce, diminish or terminate the annual salary or benefits provided for herein.

8. Appointment of Acting Superintendent. Should the Superintendent be unable to perform his essential functions as Superintendent, with or without reasonable accommodation, by reason of illness, temporary disability, accident, or any other medical-related cause, the Board shall have the right to place the Superintendent on paid medical leave of absence and appoint an acting Superintendent for the District to serve until the Superintendent is able to resume the duties of Superintendent.

9. Certification. The Superintendent warrants and represents that he is, at the date of this Agreement or at such time reasonably needed hereafter to be, and will continue to be during the term of this Agreement, legally qualified to hold the position of Superintendent of a Class III school district under the laws of the State of Nebraska now in force and as from time to time amended, and that he is not under contract with any other school district.

10. Other Professional Engagements. The Superintendent shall devote his full time, skill, labor, and attention to his employment responsibilities to the District during the term of this Agreement. However, the Superintendent may engage and participate in writing, lecturing, professional organizations, and community betterment and charitable boards and organizations, provided that the employment responsibilities to the District take precedence over any such activities and that any such activities do not interfere with the complete and competent discharge of the Superintendent's duties and obligations or otherwise conflict with Board Policy 4360.

11. Business Expenses. The Board will provide expense reimbursement for the Superintendent's business expenses. The Board will also pay for the Superintendent's memberships in all job-related professional organizations. The expense reimbursement and membership fee payments may be paid to or on behalf of the Superintendent in such amounts, for such purposes, and in such manner as the Superintendent deems reasonable and proper without further authorization of the Board, provided all such expenses shall be reported and documented in the manner consistent with and as required by the Board and its accountants.

12. Indemnification. To the extent permitted by law, the Board agrees that it 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 agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment.

If, in the good faith opinion of the Superintendent, concurred in by legal counsel for the District, a conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage counsel, in which event the District shall indemnify the Superintendent for the costs of legal defense to the extent permitted by law and provided the Board is notified in advance of such engagement.

13. Cancellation by the Board. Notwithstanding Section 1 above, this Agreement may be canceled pursuant Neb. Rev. Stat. 79-824 et seq. at any time during the Term, by a majority of the members of the Board, for "just cause". "Just cause" shall mean:

- a. Incompetency;
- b. Neglect of duty;
- c. Unprofessional conduct;

- d. Insubordination in not enforcing Board actions and/or policies;
- e. Immorality;
- f. Physical or mental incapacity, which shall mean the inability to perform the duties of Superintendent of Schools by reason of mental or physical illness, accident, or other cause beyond the Superintendent's control, which inability in fact continues for at least 180 calendar days or which inability is determined by two (2) physicians selected by the Board to be permanent;
- g. Cancellation, termination, revocation, or suspension of any certification required to act as Superintendent;
- h. Other conduct which interferes substantially with the continued performance of duties; and
- i. Any breach of material terms of this Agreement by the Superintendent.

The Superintendent shall be notified in writing of the Board's intent to cancel this Agreement and of the alleged grounds for cancellation. In the event of such cancellation, the Superintendent shall receive a final salary payment prorated up through the Superintendent's last day of employment. No other payments shall be due or owing to the Superintendent. All benefits shall end upon the Superintendent's last day of employment unless otherwise provided by the applicable plan.

14. District Residency. During his employment with the District, it is required that the Superintendent reside within the boundaries of the District.

15. Resignation by Superintendent. Notwithstanding the term of this Agreement, the Superintendent may voluntarily resign effective as of the end of any school year by giving written notice to the Board by April 15 of that school year. There shall be no penalty against Superintendent for release from this Agreement. In the event of such resignation, the Superintendent shall receive a final salary payment prorated up through the Superintendent's last day of employment. No other payments shall be due or owing to the Superintendent. All benefits shall end upon the Superintendent's last day of employment unless otherwise provided by the applicable plan.

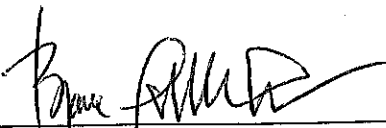
16. Entire Agreement. This agreement is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this Agreement and supersedes all previous negotiations and agreements with respect to the subject matter herein, whether oral or written.

17. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

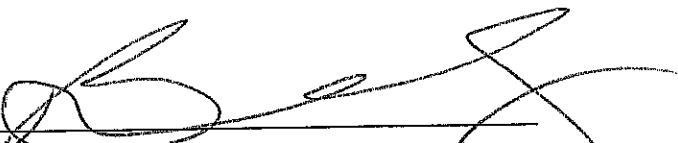
IN WITNESS WHEREOF, this Agreement is executed this 17th day of July, 2017.

SUPERINTENDENT

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 66 OF
DOUGLAS COUNTY, NEBRASKA



Blane McCann, Superintendent

By: 

President, For the Board of Education