

## SUPERINTENDENT'S CONTRACT

**THIS CONTRACT** is made by and between the Wayne County School District 90-0017, a/k/a Wayne Public School District, hereinafter referred to "District", and Mark Lenihan, a legally qualified school Superintendent, hereinafter referred to as "the Superintendent."

**WHEREAS:** District desires to employ the Superintendent to operate the schools of the District, and

**WHEREAS:** The Superintendent wishes to be employed by the District, and

**WHEREAS:** It is the intent of the parties to have this agreement to execute an agreement subject to the terms and conditions stated herein,

**NOW, THEREFORE,** the parties hereto agree to the following:

**1. Offer and Acceptance:** That the Board of Education of the District ("the Board"), on behalf of the District, offers to employ the Superintendent to be its chief administrative officer pursuant to the terms and conditions of this contract. The Superintendent accepts such offer of employment.

**2. Assignments:** The Superintendent's primary assignment is as Superintendent of Schools. For purposes of Neb. Rev. Stat. § 79-824, et. seq. the Superintendent shall be considered a probationary certificated employee.

**3. Term of the Contract:**

**A. Initial Term:** This contract shall be for a period of three (3) contract years which shall begin July 1, 2021 and end June 30, 2024. References to "contract year" shall mean the annual period from July 1 through June 30.

**B. Discharge.** The Contract of the Superintendent may be canceled 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) revocation or suspension of a certificate by the Nebraska State Board of Education; (b) breach of any of the material provisions 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 applicable Nebraska statutes.

**C. Cancellation of Contract:** Upon cancellation of this contract for just cause, or upon the release of the Superintendent from this contract, the compensation paid or to be paid hereunder shall be prorated to the end of the current contract year.

**D. Resignation at Year End:** The Superintendent shall have the right to unilaterally resign from this contract effective June 30<sup>th</sup> of any given year if he or she submits his

or her written resignation to the president of the Board on or before February 1<sup>st</sup> of that year. If the Superintendent desires to resign with an effective date other than June 30<sup>th</sup> or if his or her written resignation is received by the president of the Board after February 1<sup>st</sup>, the resignation must be agreed to by the Board.

**E. Renewal of Contract:** This agreement may be renewed annually by the parties with such changes or amendments as the parties may agree on before January 31<sup>st</sup> of each year. Such renewal shall be reduced to writing and executed by the parties hereto, pursuant to approval by the Board and to Neb. Rev. Stat. § 79-824, et. seq. and other applicable laws.

**F. Non-Renewal of Contract at the End of the Term:** In the event that the term of this contract is not extended by renewal, or if the Board determines to non-renew the Superintendent's contract effective at the end of its term, or any extensions thereof, the Board shall notify the Superintendent of its intent to consider the non-renewal of the contract on or before January 31<sup>st</sup> of the last year of the contract, and proceed according to the provisions of Neb. Rev. Stat. § 79-824, et. seq. and other applicable laws.

**G. No Penalty for Release from Contract:** There shall be no penalty for release or resignation by the Superintendent from this contract

#### **4. Compensation:**

**A. Salary:** For the first year of this agreement, salary shall be the amount negotiated by the parties and noted in the minutes of the board meeting wherein the salary was approved. Benefits shall be the same as for certificated staff of the District provided for in the negotiated agreement between the District and the Wayne Education Association negotiated agreement to the extent the Superintendent meets the conditions and eligibility requirements for such benefits. Increases in compensation shall be based upon evaluations satisfactory to the Board and satisfactory accomplishments of district goals and objectives, goals of the superintendent and compliance with the job description attached hereto. The Board retains the right to adjust the Superintendent's annual salary upward during the term of this contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this contract.

**B. Equal Installments:** The salary shall be paid in 12 equal installments with the first installment being payable on July 20<sup>th</sup> and the remaining installments shall be paid on the 20<sup>th</sup> day of each month thereafter.

**C. Payroll Deductions:** This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security, and retirement. Other deductions may be withheld as agreed to by the parties to this contract.

**D. Not Subject to Reduction:** The Superintendent's salary and benefits shall not be reduced during the term of this contract unless the Superintendent violates rules regarding leave set forth herein.

**5. Professional Activities and Expenses:**

**A. Professional Activities and Organizations:** 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 preauthorized by the Board, shall be paid by the District. The Superintendent shall be paid (in addition to wages, fringe benefits and other compensation as may be allowed herein) for expenses for one service club; dues and travel related expenses associated with performance of duties in local, state and national professional organizations and; such other organizations as may be assigned by the Board.

**B. Professional Development:** The Superintendent will be reimbursed for professional development. The Superintendent will submit requests for reimbursement per district policy.

**C. Reasonable Expenses and Mileage:** The Superintendent shall be reimbursed for all reasonable expenses incurred in the performance of his duties as Superintendent. The Superintendent shall be reimbursed for mileage within and outside the District, when using a personally owned vehicle and on district business. The Superintendent will provide a log of the miles and the District will reimburse the miles at the current maximum IRS rate and in accordance with IRS rules.

**6. Holidays, Duty Days and Leaves:**

**A. Holidays:** The Superintendent shall be granted the following holidays without loss of pay: New Year's Day; Good Friday; Memorial Day, July 4<sup>th</sup>; Labor Day; Thanksgiving Day and day after Thanksgiving; Christmas Day; all weekdays between Christmas Day and New Year's Day. For purposes of this section, the term week days shall not include any Saturday, Sunday or legal holiday.

**B. Duty Days and Inclement Weather:** The Superintendent shall be on duty during all student days and teacher contract days subject to leave provisions, vacation, and professional meetings. On days of inclement weather when classes are not conducted and teaching staff are not required to report to work, the Superintendent shall report to work, if able to safely report and return home.

**C. Vacation:** The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year). Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes

available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be twenty (20) days. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation. Any vacation leave of more than two (2) days must be reported to the Board. Vacation time may be taken at any time of the year subject to the terms of this agreement.

**D. Sick Leave:** The Superintendent shall be granted ten (10) days of sick leave per year with a maximum accumulation of seventy (70) days of sick leave. Unused sick leave days may be carried over and accumulated in subsequent contract years. Unused sick leave shall not be paid at termination, expiration, cancellation, or other separation from the District.

**E. Leave Records:** The Superintendent shall report each day of leave to the business manager of the District as vacation leave or sick leave as described in this section. All such days must be accounted for and shall be reviewed by the Board. The Superintendent may use up to three (3) sick days per year for bereavement. The Superintendent shall maintain a log of all leave days, paid or unpaid, and shall submit a report of all such leave to the business manager by the last day of each month. The business manager shall keep a log of all absences and both reports shall be submitted to the Board President by the 5<sup>th</sup> day of each succeeding month. The Board shall review such reports at its discretion when deemed appropriate or necessary. The business manager shall have no authority to approve or disapprove any leave. For purposes of this section only, an absence is defined as not present for work on District property on a day required by this contract. Attendance at seminars, meetings, conferences, tournaments, and other similar or related activities done for the benefit of the District shall not be considered an absence.

**7. Legal Requirements:** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska throughout the term of this contract and any extensions of this contract; (2) the required certificate to act as a Superintendent of Schools in the State of Nebraska shall be registered as required by law; 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. It is further agreed that 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 remaining contract year unless the Board fixes an earlier effective date.

**8. Performance of Duties:**

- A. Use of Time:** The Superintendent shall faithfully perform 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. The Superintendent agrees to devote the Superintendent's full time, skill, labor and attention to the performance of the duties of the Superintendent of Schools throughout the term of this contract; provided, however, the Superintendent, by consent of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations so long as such other work is not inconsistent with the Superintendent's duties and obligations to the Board. Regular, dependable attendance is an essential function of the Superintendent's duties. Vacation leave must be used by the Superintendent for any days used for the activities described above, except for weekends and holidays, unless prior consent is given by the Board.
- B. Specification of Duties:** The duties of the Superintendent shall be as described in the Board of Education Job Description for Superintendent, which duties are incorporated by reference into this Contract as if set forth verbatim herein. The duties as described in the Board of Education Job Description for Superintendent shall not be substantially changed during this contract without the consent of the Superintendent by amendment to this contract. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board of Education, or duties assigned without official action of the Board of Education, except as specifically set forth in the Board of Education Job Description for Superintendent.
- C. Evaluation:** The Superintendent shall be subject to no less than one (1) evaluation in the each year of this agreement. All evaluations will be based upon performance of job duties, meeting expectations as set forth in the Policy Manual, accomplishment of District goals and objectives and such other criteria as the Board may reasonably deem necessary to ensure the District is operated at the highest standards.
- D. Examination:** The Superintendent agrees to have a comprehensive examination performed by a licensed physician or such other specialists as may be recommended by the physician once each year during the term of the Contract. A written report by the physician or specialists performing each such examination certifying to the physical and mental competence of the Superintendent shall be filed with the President of the Board and treated as confidential information by the Board. The cost of such physical examinations and reports shall be paid by the District. The Superintendent will execute such releases as may be necessary to allow the Board and legal counsel access to such reports.
- E. Residency:** After a reasonable period to move to the District, the Superintendent shall reside within boundaries of the School District.

**9. Superintendent Indemnification:**

- A. Superintendent as Named Insured:** The District shall include the Superintendent as a named insured in its liability and errors and omission insurance policies.
- B. Indemnification of Superintendent:** 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 in his individual capacity or in his 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 employment with the District.
- C. Conflict of Defenses:** If, in the good faith opinion of the Superintendent, conflict exists regarding legal defenses to a third party claim against the Superintendent and District (i.e., pressing the defense of one party would tend to injure the other party), the Superintendent may engage separate counsel, and the District shall indemnify the Superintendent for the reasonable costs of such counsel, subject to the same limitations, provisions and exceptions set forth above. The District shall not, however, be required to pay the costs of any legal proceeding in the event the District and the Superintendent have adverse interests in any litigation.

**10. Contract Enforceability:**

- A. Applicable Law:** 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. The contract shall be interpreted under the laws of the State of Nebraska.
- B. Amendments:** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.
- C. 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.

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

**EXECUTED BY THE BOARD** this 14<sup>th</sup> day of December, 2020.

WAYNE COUNTY SCHOOL DISTRICT 90-0017, A/K/A WAYNE COMMUNITY SCHOOLS

By:

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President, Board of Education

By:

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Secretary, Board of Education

**EXECUTED BY THE SUPERINTENDENT** on this 14<sup>th</sup> day of December, 2020.

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Mark Lenihan, Superintendent