

## **SUPERINTENDENT CONTRACT**

THIS AGREEMENT is made and entered into this 26th day of January, 2009, by and between School District No. 12 of York County, Nebraska, hereinafter referred to as "District," and Mike Lucas, hereinafter referred to as "Superintendent."

WHEREAS, the District's Board of Education, hereinafter referred to as "Board," desires to employ the Superintendent to lead the District and the Superintendent desires to accept such employment; and WHEREAS, the District's Board of Education and the Superintendent are aware of the close working relationship they must maintain in order to effectively govern and lead the District; and WHEREAS, the District's Board of Education and the Superintendent recognize that the performance of each of them has an impact on the effectiveness of the other.

NOW THEREFORE, it is agreed by and between the parties as follows:

### **Term of Contract**

**A. Initial Term.** The Superintendent shall be employed for a period of two (2) years, beginning on the 1st day of July, 2009, and ending on the 30th day of June, 2011. References in this Contract to "Contract Year" shall mean the period from July 1 to June 30.

**B. Renewal of Contract and Automatic Extensions.** Effective on the 15th day of January of each year, this Contract shall be renewed or automatically extended for one (1) additional year beyond the initial expiration date or one (1) additional year beyond the end of any extended expiration date, whichever is later. If the Board desires that the expiration date of the Contract not be extended, the Board must give the Superintendent written notice prior to the 15th day of January, pursuant to official approved Board action, indicating the intent not to extend the Contract for an additional year. If the Superintendent wishes to indicate his or her intent not to extend the Contract for an additional year, the Superintendent must give the Board president written notice prior to the 15th day of January.

### **Superintendent Duties and Responsibilities**

**A. Duties and Responsibilities.** The Superintendent agrees to perform faithfully the duties of the Superintendent of Schools in and for the District as prescribed by the laws and regulations of the State of Nebraska, any applicable federal laws or regulations, and by the rules and regulations promulgated by the Board.

**B. Professional Certificate.** The Superintendent affirms that he or she is not under contract with another school board or board of education for any part of or all of the same term provided in this Contract. The Superintendent further affirms that throughout the term of this Contract that he or she will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, which certificate shall be registered in the

office of the District. It is understood and agreed that this Contract shall not be valid until the aforementioned Administrative and Supervisory Certificate is registered with the District. It is further understood that he or she shall not be compensated for any services performed prior to the date of registration of such certificate.

### **Salary, Payment of Salary and Adjustments**

**A. Salary.** The District shall pay the Superintendent \$134,000.00 annually as salary for the first contract year, July 1, 2009 to June 30, 2010. The Superintendent's salary for the second contract year, July 1, 2010 to June 30, 2011, and any extension periods shall be determined by mutual agreement of the Board and the Superintendent on or before June 15 immediately preceding the beginning of each such contract year or extension. If mutually agreed upon, the annual salary may be set after the June 15 deadline in the interest of teacher negotiations.

**B. Payment of Salary and Adjustments.** The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District. Salary payments shall be subject to state and federal withholding as required by law, including without limitation, retirement contributions, FICA, FUTA, Medicare, and state or federal unemployment contributions. 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.

### **Holidays, Vacation, Leaves and Other Fringe Benefits**

**A. Holidays.** The Superintendent shall be granted the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Eve and Christmas Day.

**B. Vacation.** The Superintendent shall be allowed sixteen (16) working days (not including Saturday, Sundays or holidays) of vacation each year of this Contract. Vacation days are to be used in a manner and at times selected by the Superintendent. Unused vacation days shall not carry forward to subsequent years.

**C. Sick Leave.** The Superintendent will be allowed up to forty-five (45) consecutive calendar days of sick leave. Sick leave is limited to the Superintendent's personal illness. Illness of other family members will not be considered sick leave. The Board may request a doctor's statement on any illness of five (5) consecutive days or more. Unused sick leave days shall not carry forward to subsequent years.

**D. Other Fringe Benefits.** The Superintendent shall receive all fringe benefits of employment that are granted to other certificated employees of the District, except as set forth herein.

The Superintendent shall be provided the following additional benefits:

1. Term Life Insurance in the amount of \$100,000. The Superintendent shall determine the beneficiaries of the policy.
2. The Superintendent may purchase additional Term Life Insurance.
3. The District will pay the cost of membership and meals to one local service organization.

**E. Transportation.** The Superintendent shall utilize vehicles owned by the District for transportation as required in the performance of the Superintendent's official duties when a District owned vehicle is available. However, the Board realizes that the Superintendent's use of a District owned vehicle may be preempted by the needs of the District and that it may be necessary for the Superintendent to use his or her personal vehicle to conduct District business. When the Superintendent uses his or her personal vehicle to conduct out-of-district business, the Superintendent will be reimbursed for his or her mileage at the current mileage rate determined by the Internal Revenue Service. Under no circumstance will the District reimburse the Superintendent for mileage relating to him or her coming and going from work.

**Disability.** If, by reason of a physical or mental illness continuing for a period of forty-five (45) consecutive calendar days, or for shorter periods aggregating sixty (60) days during any 12-month period, the Superintendent has been substantially unable to render services of the character contemplated by this Contract, then the Board may, on thirty (30) days written notice to the Superintendent, terminate this Contract. The advice of a reputable physician mutually acceptable to both the Superintendent and District as to the existence of any such incapacity or disability shall be final and binding on the parties.

**Professional Meetings and Expenses.** The Superintendent may attend appropriate professional meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of the Superintendent's duties under this Contract and is approved by the Board president. In compliance with the Board's reimbursement policy and applicable laws, the District shall pay the reasonable expenses of the Superintendent's membership dues to appropriate professional associations, as approved by the Board, shall be paid by the District.

**Annual Medical Exam.** The Superintendent shall have a comprehensive medical exam each year and the expense (above the amount covered by health insurance) shall be paid by the District.

**Superintendent Indemnification.** The District shall, to the fullest 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 or her in his or her individual capacity or in his or her official capacity as an agent and or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that he or she was acting) within the scope of his or her employment as the Superintendent of the District. This provision shall not apply to actions by the District against the Superintendent for breach of any obligation set forth in this Contract or violation of any law, regulation or Board policy.

## **Performance of Duties**

**Use of Time.** 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 agreement 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.

**Specification of Duties.** The duties of the Superintendent shall be as prescribed in the Board of Education Policy Manual #302.04, which duties are incorporated by reference into this Contract as if set forth verbatim herein. The duties of the Superintendent, as set forth in the Board of Education Policy Manual, shall not be substantially changed during the duration of this Contract without the consent of the Superintendent by an amendment to this Contract.

**Board/Superintendent Relationship.** The Board shall have primary responsibility for formulating Board policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for the development of rules and regulations for implementation of Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act according to the Superintendent's best professional judgment. On significant matters of controversy or importance, the Superintendent shall inform the president of the Board. The parties agree, individual and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

**Written or E-Mail Communication with Board Members.** The Superintendent, on no less than a weekly basis, shall communicate with each member of the District's Board of Education either in writing or by e-mail updating the Board members as to any important issue that has arisen since the Superintendent's last communication.

**Resident of District.** At all times during the term of this Contract, as well as any renewal or extension period, the Superintendent must reside within the geographic boundaries of the District.

**Discharge - Basis for Cancellation, Termination or Amendment of Contract.** The Contract of the Superintendent may be cancelled or amended by a majority of the members of the Board during the term of the Contract for any of the following reasons: (a) upon revocation or suspension of a certificate by the State Board of Education of the Superintendent whose duties require a certificate; (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; and (i) physical or mental incapacity. The Board shall not act arbitrarily or capriciously in calling for the discharge of the Superintendent. The procedures for cancellation during the term of the Contract shall be in accordance with the applicable Nebraska Revised Statutes.

**Payment of Salary Upon Cancellation.** Upon lawful cancellation of this Contract, the Superintendent shall be paid an amount equal to the annual salary for the contract year in which the cancellation is effective, prorated in accordance to the actual number of contract days prior to the cancellation.

**Evaluation.** During the first year of service to the District, the Superintendent shall be evaluated on a semi-annual basis. The Superintendent shall be evaluated annually thereafter unless the Board determines that an evaluation needs to be performed more often. Each such evaluation and assessment shall be reasonably related to the duties of the Superintendent. Such evaluation shall address the progress or lack of progress in attaining the goals and objectives set forth to the Superintendent. In the event that the Board determines that the performance of the Superintendent is unsatisfactory, it shall, prior to renewal of the Contract, describe in writing such unsatisfactory performance. The evaluation shall include recommendations as to the areas of improvement. A copy of the written evaluation shall be delivered to the Superintendent and the Superintendent shall have the right to make a written reaction or response to the evaluation, all of which shall become a permanent attachment to the Superintendent's personnel file. The evaluation of the Superintendent is to be completed and reviewed with the Superintendent prior to the 15th day of December each year.

**No Penalty for Release or Resignation.** There shall be no penalty for release or resignation by the Superintendent from this Contract. The Superintendent shall have the right to unilaterally resign from this Contract effective at the end of the Contract Year of any given year provided he or she submits his or her written resignation to the president of the Board on or before January 15th of that year. If the Superintendent desires to resign on a date other than June 30 or if his or her resignation is received after January 14th, the resignation must be mutually agreed to by the Board.

**Governing Laws.** 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. This Contract shall be interpreted in accordance with the laws of the State of Nebraska.

**Amendments.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the District.

**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.

**Binding Effect, Delegation of Duties.** This Contract shall inure to the benefit of, and shall be

binding upon, the parties to this Agreement and their respective successors, assigns, heirs and legal representatives, including any entity with which the District may merge or consolidate or to which all or substantially all of its assets may be transferred. The duties and covenants of the Superintendent under this Contract, being personal, may not be delegated.

**CONTRACT RENEWAL for 2015-16**

In witness whereof, the parties have entered into this contract renewal for July 1, 2015 through June 30, 2016 with the annual salary of \$158,607 paid out over 12 monthly installments and an additional \$5,000 contract renewal bonus paid out in one lump sum on July 1, 2015.

**CONTRACT RENEWAL for 2016-17 (1.75% Raise)**

In witness whereof, the parties have entered into this contract renewal for July 1, 2016 through June 30, 2017 with the annual salary of \$161,382 paid out over 12 monthly installments and an additional \$5,000 contract renewal bonus paid out in one lump sum on July 1, 2016.

**CONTRACT RENEWAL for 2017-18 (No Raise)**

In witness whereof, the parties have entered into this contract renewal for July 1, 2017 through June 30, 2018 with the annual salary of \$161,382 paid out over 12 monthly installments and an additional \$5,000 contract renewal bonus paid out in one lump sum on July 1, 2017.

**CONTRACT RENEWAL for 2018-19 (3% raise)**

In witness whereof, the parties have entered into this contract renewal for July 1, 2018 through June 30, 2019 with the annual salary of \$166,226 paid out over 12 monthly installments and an additional \$7,500 contract renewal bonus paid out in one lump sum on July 1, 2018.

**\*\* Current contract tenure extends through June 30, 2020.**

SCHOOL DISTRICT 012 of YORK COUNTY, NE

By: \_\_\_\_\_

President of the Board of Education

By: \_\_\_\_\_

Mike Lucas, Superintendent of Schools

NOTARY PUBLIC