

## **HAY SPRINGS PUBLIC SCHOOLS SUPERINTENDENT/PRINCIPAL CONTRACT**

THIS AGREEMENT is entered into by and between School District #81-003 of Sheridan County, Nebraska a/k/a the Hay Springs Public Schools, (hereinafter referred to as "the District") and Mr. D. Russell Lechtenberg (hereinafter referred to as the "Superintendent/Principal").

WHEREAS, the District's Board of Education desires to employ the Superintendent/Principal to lead the District and the Administrator desires to accept such employment;

WHEREAS, the District's Board of Education and Superintendent/Principal are aware of the close working relationship they must maintain in order to effectively govern and lead the school;

WHEREAS, the District's Board of Education and the Superintendent/Principal recognize that there may be many areas of overlapping roles and responsibilities between their positions and desire to minimize the conflicts which may arise from such; and

WHEREAS, the District's Board of Education and the Superintendent/Principal 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:

### **1. Offer and Acceptance**

- 1.1 The Board of Education of the District ("the Board") offers to employ the Superintendent/Principal to be its chief administrative officer pursuant to the terms and conditions of this contract.
- 1.2 The Superintendent/Principal accepts such offer of employment and agrees and affirms as follows:
  - 1.2.1 That he agrees, during the period of this contract, to perform his duties and obligations pursuant to federal and state laws, board policies and rules, this contract, and the Superintendent/Principal's Job Description (which is attached hereto as Exhibit A and incorporated herein in its entirety by this reference).
  - 1.2.2 That he affirms that he holds or will hold, at the beginning of the term of the contract, a valid certificate properly registered with the school district and that he is not under contract with another school board of a school district in the State of Nebraska.

### **2. Term of Contract**

- 2.1 This contract shall be for a period of 208 days commencing on July 1, 2018 to June 30, 2019 and 208 days commencing on July 1, 2019 and expiring on June 30, 2020. Work hours are to be the same as required of the certified staff during

the school year. Summer hours may vary.

2.2 During the month of December or earlier of the expiring contract year, the Board shall consider the extension of the expiration of this contract. If the Board desires that the expiration date of the contract not be extended, it shall serve notice of such on the Administrator on or before February 1<sup>st</sup> of that year, and, further, shall be majority vote on or before March 1<sup>st</sup> of the year, take action to effectuate such non-extension.

2.3 If, on or before March 1<sup>st</sup>, the Board has not taken action pursuant to the preceding paragraph, the expiration date of this contract shall be automatically extended for one additional year.

**3. Resignation at Year End**

3.1 The Superintendent/Principal shall have the right to unilaterally resign from this contract effective June 30<sup>th</sup> of the expiring year if he submits his written resignation to the President of the Board on or before February 28<sup>th</sup> of that contract year.

3.2 If the Superintendent/Principal desires to resign on a date other than June 30<sup>th</sup> of the expiring year or if his written resignation is received after February 28<sup>th</sup> of the expiring year the resignation must be mutually agreed to by the Board of Education.

**4. Compensation**

4.1 The District shall pay the Superintendent/Principal a salary of \$125,000 during these contract years. (Salary increase in the case of the extension of the contract shall be negotiated at the time the contract extension is considered). Such salary amount shall be paid in twelve equal monthly installments, payable on the 15<sup>th</sup> of each month.

2018-2019	-\$125,000
2019-2020	-\$125,000
2020-2021	-To be negotiated if contract extension is granted and accepted

4.2 The District shall provide the Superintendent/Principal with the fringe benefits as set forth in Exhibit B (which is attached hereto and incorporated herein in its entirety by this reference).

4.3 The salary and benefits provided for herein shall be reviewed annually and may be revised upon mutual consent of the parties.

4.4 The District shall withhold from any compensation or benefits payable under this contract any amount required by law.

5. **Holidays and Vacations**

- 5.1 The Superintendent/Principal shall be granted the following holidays: New Year's Eve Day or Christmas Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 5.2 On days of inclement weather or emergency closures when classes are not conducted and teaching staff are not required to report to work, the Superintendent/Principal shall not be required to report to work except to the extent necessary to address emergency issues related to such inclement weather or emergency.
- 5.3 The Superintendent/Principal shall be granted twenty (20) days of Paid Time Off (PTO). PTO days shall accrue on the first day of each contract year. Up to a maximum of thirty-five (35) days of unused PTO days may be carried into subsequent contract years, and will be compensated for at the end of the final contract year.
- 5.5 The Superintendent/Principal, prior to taking PTO days, shall notify the President of the Board of Education, or if unable to contact the President, shall notify the Secretary of the Board of such absence.

6. **Professional Activities and Expenses**

- 6.1 The Superintendent/Principal is encouraged to attend professional meetings at the local, state and national levels. With prior approval of the Board, the expenses related to such meeting(s) shall be paid by the District (reimbursed to the Superintendent/Principal).
- 6.2 The District shall reimburse the Superintendent/Principal for all reasonable expenses incurred in the performance of his duties as Superintendent/Principal.

7. **Job Performance Evaluation**

- 7.1 During the first year of employment in this district (pursuant to Neb. Rev. Stat., #79-828), the District's Board of Education shall evaluate the job performance of the Superintendent/Principal twice. The first evaluation shall be conducted on or before November 15<sup>th</sup>. The second shall be conducted on or before February 28<sup>th</sup>, unless otherwise mutually agreed to by the parties.
- 7.2 During the second year and all subsequent years, at least one evaluation shall be conducted. This evaluation shall be completed on or before November 15<sup>th</sup>, unless otherwise mutually agreed to by the parties.
- 7.3 The process to be used for the evaluation of the performance of the Superintendent/Principal shall include, but not necessarily be limited to, the following:

following:

- 7.3.1 An assessment of the Superintendent/Principal's performance and his working relationship with the Board.
- 7.3.2 An assessment of the Board's performance and the working relationship between its members and the Superintendent/Principal.

**8. Memorandum of Understanding**

- 8.1 The District's Board of Education and the Superintendent/Principal agree to the Memorandum of Understanding as set forth in Exhibit C (which is attached hereto and incorporated herein in its entirety by this reference).
- 8.2 In the event the Superintendent/Principal breaches any material provision of the Memorandum of Understanding (Exhibit C), the Board of Education may proceed with cancellation of this contract pursuant to Neb. Rev. Sta. #79-827.
- 8.3 In the event the Board of Education breaches any material provision of the Memorandum of Understanding (Exhibit C), the Superintendent/Principal may choose to resign without penalty.

**9. Administrator Indemnification**

- 9.1 The District shall include the Superintendent/Principal as a named insured in its liability and errors and omission insurance policies.
- 9.2 The District shall, to the full extent permitted by law, defend, hold harmless, and indemnify the Superintendent/Principal 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 an employee of the District, provided that the incident arose while the Superintendent/Principal was acting (or, in good faith, reasonably believed that he was acting) within the scope of his employment as the Superintendent/Principal of the District.

**10. Miscellaneous**

- 10.1 This contract shall be interpreted under the laws of the State of Nebraska.
- 10.2 If a court of competent jurisdiction declares any portion of this contract invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.
- 10.3 This contract may be modified and amended by the parties. Such modifications or amendments must be in writing and duly authorized by the Board and the Superintendent/Principal.

IN WITNESS WHEREOF the parties hereto hereby set their hand on the date(s) set forth herein below.

BY: *A. Russell Sedberry* DATE: 12/12/17  
Administrator, Hay Springs Public Schools

BY: *M. Brenda Johnson* DATE: 12-12-17  
President, Board of Education

BY: *Marilyn Reel* DATE: 12-12-17  
Secretary, Board of Education

**Exhibit B**  
**Fringe Benefits**

1. Health Insurance: The Superintendent/Principal will be responsible for his known Health and Dental Insurance and will be provided a stipend of and Additional \$20,000 to cover these costs. This stipend will be included with the salary and shall be paid in twelve equal monthly installments, payable on the 15<sup>th</sup> of each month.
2. The District shall contribute a sum up to one thousand five hundred dollars (\$1,500) for the Superintendent/Principal's professional dues to associations including: Highway 20 Administrators, Western Nebraska Administrator's, Nebraska Council of School Administrators, and the American Association of School Administrators.
3. Gas will be purchased for or the Superintendent/Principal shall be reimbursed at the current IRS mileage rate for travel expenses incurred in the performance of his official duties.
4. Housing located at 113 North Miller Street will be provided to the Superintendent/Principal during his tenure. Utilities will be the responsibility of the Superintendent/Principal.
5. The Superintendent/Principal may, during his paid time off, engage in academic studies, consultative work, speaking engagements, writing, lecturing or other such activities. In addition, with the consent of the Board, the Superintendent/Principal may be granted additional time for such activities if, in the opinion of the Board, the activities would present value to the District and would not detract from the Superintendent/Principal's ability to perform his duties under this contract.

**Exhibit C**  
**Memorandum of Understanding**

**1. Board Meetings**

- 1.1 In the material submitted to Board members prior to a Board meeting, The Superintendent/Principal shall present all relevant information (including both the information that supports his recommendation and that which does not).
- 1.2 With regard to any action items on the agenda, The Superintendent/Principal shall inform the Board of the viable options or alternatives, if any, which may exist.
- 1.3 Neither the Superintendent/Principal nor any of the Board members shall engage in any of the following tactics at Board meetings:
  - 1.2.1 Disclosing “surprise” information that could have been shared with others prior to the meeting.
  - 1.3.2 Asking “surprise” questions designed to “catch someone off-guard” or embarrass them rather than seek clarification or additional information.
  - 1.3.3 Bringing up “surprise” items (other than emergency items) for discussion when such items are not on the agenda.
- 1.4 A list of all bills from all accounts will be included in the materials sent to Board members prior to the meeting.

**2. Complaints**

- 2.1 When complaints are brought to Board members, the Board members will listen to the complaint, but, will direct the complainant to the appropriate level in the chain of authority in the school system. The Board member will not offer or agree to become advocate for the complainant or commit to taking any action on the complaint.
- 2.2 If the complainant has exhausted his/her administrative remedies (including having presented his/her complaint in writing and submitting it to the Superintendent/Principal), the Board member shall direct the complainant to reduce his/her complaint in writing and submit it to the President of the Board. The President of the Board shall provide a copy of the written complaint to the Superintendent/Principal; the President shall decide whether or not the complaint is a matter that warrants Board consideration. If so, he/she shall place the matter on the upcoming Board agenda. If not he/she shall so notify the complainant.
- 2.3 Notwithstanding any provisions above to the contrary, any complaints involving allegations of personal or professional misconduct on the part of The Superintendent/Principal shall be directed to the President of the Board.

3. **Hiring Practices**

- 3.1 The Superintendent/Principal shall be responsible for the recruiting, screening, and interviewing processes for all employment vacancies in the District. In the case of certified employees, he/she shall recommend the certified candidates for employment in the District. The Board of Education shall decide whether or not to accept the recommendation to hire the candidates.
- 3.2 If the Board of Education does not accept the recommendation of the Superintendent/Principal, The Superintendent/Principal shall submit a different recommendation at a subsequent meeting of the Board.
- 3.3 No member of the Board shall lobby The Superintendent/Principal to recommend a relative, friend, acquaintance, or any other candidate for any position of employment with the District. It shall not be considered a violation of this Paragraph if a candidate lists a Board member as a reference in his/her application for employment.

4. **Employee Job Performance Reviews (Evaluations)**

- 4.1 The Superintendent/Principal shall be responsible for conducting job performance reviews (evaluations) for all employees in the District (except the Superintendent/Principal). The Board of Education shall be responsible for the job performance review of the Superintendent/Principal.
- 4.2 No individual Board member shall request to examine any employee's job performance reviews.
- 4.3 No Board members shall disclose, discuss, or in any way communicate the contents of any job performance review with anyone other than another Board member or the Superintendent/Principal.

5. **Purchases**

- 5.1 The Superintendent/Principal shall have the responsibility of operating the school system within the overall limits of the approved budget.
- 5.2 Once the budget is approved, The Superintendent/Principal shall have the authority and discretion to approve all purchases of goods, material and services which he/she believes are necessary or desirable for the operation of the school district according to District policies and procedures.
- 5.3 Notwithstanding the provisions of the preceding paragraph, The Superintendent/Principal shall present the following purchases for prior Board approval:
  - 5.3.1 The purchase of a new textbook series in any curriculum area. Prior

approval shall not be required for the routine replacement of damaged or lost textbooks nor the purchase of additional copies of a current textbook series.

5.3.2 The purchase or lease of new vehicles. Prior approval shall be required to lease a new vehicle or to replace a current vehicle with an expiring lease.

5.3.3 The purchase of any item costing more than five thousand dollars (\$5,000). Prior approval shall not be required if time is of the essence or if the purchase was contemplated and approved during the budget development process.

## 6. **School Visits**

6.1 In order to avoid creating channels of communication around The Superintendent/Principal and, thus, reducing his/her effectiveness as the leader of the school system, Board members will visit schools and seek direct communication with employees only under a systematic plan mutually agreed to by and between the Board and the Superintendent/Principal.

6.2 The preceding provision shall not apply to activities open to the public or visits where the Board member is acting solely in his/her role as a parent of a student.

## 7. **Micro-management**

7.1 No member of the Board (nor the Board as a whole) shall become involved in micro-management of District operation.

7.2 "Micro-management" shall mean becoming actively involved in matters that are not policy-related in nature or that are not specifically required of the Board by law.

7.3 The primary responsibility of the Board shall be to formulate and adopt policies. The primary responsibility of The Superintendent/Principal shall be to implement and enforce such policies and to administer the day-to-day operations of the District.

7.4 No individual Board member will give directions or orders to The Superintendent/Principal or any other employees of the District.

## 8. **Board Policies**

8.1 The Superintendent/Principal shall assist the Board with reviewing and revising its policies on a regular basis.

8.2 When situations arise which are not covered by Board policy, The Superintendent/Principal shall have the authority to take whatever action he/she believes to be best under the circumstances.