

# **HAY SPRINGS PUBLIC SCHOOLS SUPERINTENDENT CONTRACT 2020-2022**

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”).

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

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

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 to be its chief administrative officer pursuant to the terms and conditions of this contract.
- 1.2 The Superintendent 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’s Duties (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, 2020 to June 30, 2021 and 208 days commencing on July 1, 2021 and expiring on June 30, 2022. 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 to the Administrator on or before February 1<sup>st</sup> of that expiring contract year, and, further, shall be a majority vote on or before March 1<sup>st</sup> of the expiring contract year, take action to effectuate such non-extension.

- 2.3 If, on or before March 1<sup>st</sup>, of that expiring contract 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 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 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 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.

2020-2021 -\$125,000

2021-2022 -\$125,000

2022-2023 -To be negotiated if contract extension is granted and accepted

4.2 The District shall provide the Superintendent 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 shall be granted the following holidays: New Year's Eve Day,

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve 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 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 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. The superintendent will be compensated for a maximum of (20) days of Paid Time Off (PTO) at the end of the final contract year.
- 5.5 The Superintendent, 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 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).
- 6.2 The District shall reimburse the Superintendent for all reasonable expenses incurred in the performance of his duties as Superintendent.

## **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 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 shall include, but not necessarily be limited to, the following:

7.3.1 An assessment of the Superintendent 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.

**8. Memorandum of Understanding**

8.1 The District's Board of Education and the Superintendent 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 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 may choose to resign without penalty.

**9. Administrator Indemnification**

9.1 The District shall include the Superintendent 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 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 was acting (or, in good faith, reasonably believed that he was acting) within the scope of his employment as the Superintendent 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.

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Superintendent, Hay Springs Public Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
President, Board of Education

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Secretary, Board of Education

### **Exhibit A** **Superintendent Duties**

The board employs a superintendent of schools to serve as the chief executive officer of the board. The board delegates to the superintendent the authority to implement board policy and to execute decisions made by the board concerning the internal operations of the school district, unless specifically stated otherwise.

The superintendent shall be responsible for the implementation and execution of board policy and the observance of board policy by employees and students. The superintendent shall be responsible for overall supervision and discipline of employees and the education program.

In executing the above-stated duties, the superintendent shall consider the financial situation of the school district as well as the needs of the students. Specifically, the superintendent:

- Interprets and implements all board policies and all state and federal laws relevant to education;
- Supervises, either directly or through delegation, all activities of the school system according to, and consistent with, the policies of the board;

- Represents the board as a liaison between the school district and the community;
- Establishes and maintains a program of public relations to keep the public well-informed of the activities and needs of the school district, effecting a wholesome and cooperative working relationship between the school district and the community;
- Attends and participates in all meetings of the board, except when the superintendent's employment or salary is under consideration when the superintendent has been excused, and makes recommendations affecting the school district;
- Reports to the board on such matters as deemed material to the understanding and proper management of the school district or as the board may request;
- Assumes responsibility for the overall financial planning of the district and for the preparation of the annual budget, and submits it to the board for review and approval;
- Establishes and maintains efficient procedures and effective controls for all expenditures of school district funds in accordance with the adopted budget, subject to the direction and approval of the board;
- Files, or causes to be filed, all reports required by law;
- Makes recommendations to the board for the selection of employees for the school district;
- Makes and records assignments and transfers of all employees pursuant to their qualifications;
- Employs such employees as may be necessary, within the limits of budgetary provisions and subject to the board's approval;
- Recommends to the board, for final action, the promotion, salary change, demotion, or dismissal of any employee;
- Prescribes rules for the classification and advancement of students, and for the transfer of students from one building to another in accordance with board policies;
- Summons employees of the school district to attend such regular and occasional meetings as are necessary to carry out the education program of the school district;
- Supervises methods of teaching, supervision, and administration in effect in the schools;
- Attends such conventions and conferences as are necessary to keep informed of the latest educational trends;
- Accepts responsibility for the general efficiency of the school system, for the development of the employees, and for the educational growth and welfare of the students;
- Defines educational needs and formulates policies and plans for recommendation to the board;
- Makes administrative decisions necessary for the proper functioning of the school district;
- Responsible for scheduling the use of buildings and grounds by all groups and/or organizations;
- Acts as the purchasing agent for the board, and establishes procedures for the purchase of books, materials and supplies;
- Approves vacation schedules for employees;
- Conducts periodic district administration meetings;
- Supervises the establishment or modification of the boundaries of school attendance and transportation areas subject to approval of the board;
- Directs studies of buildings and sites, taking into consideration population trends and the educational and cultural needs of the district in order to ensure timely decisions by the board and the electorate regarding construction and renovation projects; and,
- Performs other duties as may be assigned by the board.

This list of duties shall not act to limit the board's authority and responsibility over the superintendent.

### **Exhibit B Fringe Benefits**

1. Health Insurance: The Superintendent 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 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 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 during his tenure. Internet service will be provided by the district; all other utilities will be the responsibility of the Superintendent.
5. The Superintendent 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 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 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 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 shall inform the Board of the viable options or alternatives, if any, which may exist.
- 1.3** Neither the Superintendent nor any of the Board members shall engage in any of the following tactics at Board meetings:
  - 1.3.1 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), 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; 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 shall be directed to the President of the Board.

**3. Hiring Practices**

**3.1** The Superintendent 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, The Superintendent shall submit a different recommendation at a subsequent meeting of the Board.

**3.3** No member of the Board shall lobby The Superintendent 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 shall be responsible for conducting job performance reviews of the **principal and review the principal's evaluations for all employees in the District.** The Board of Education shall be responsible for the job performance review of the Superintendent.

**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.

**5. Purchases**

**5.1** The Superintendent 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 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 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 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.

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 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 or any other employees of the District.

**8. Board Policies**

8.1 The Superintendent 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 shall have the authority to take whatever action he/she believes to be best under the circumstances.