

SUPERINTENDENT'S CONTRACT 2022-2023

This Employment Contract made and entered into this 1st day of July, 2022, by and between the Wahoo Public School District, a/k/a School District No. 39 of Saunders County, Nebraska (hereinafter "District"), by its Board of Education (hereinafter "Board"), and Brandon Lavaley (hereinafter "Superintendent").

W I T N E S S E T H:

WHEREAS, the District desires to employ and the Superintendent desires to accept employment for a term of two (2) years terminating on June 30, 2024 subject to the terms and conditions herein;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

I.

TERM

This Contract is for a term of two (2) years beginning on the 1st day of July, 2022 and expiring on the 30th day of June, 2024. Each July 1st to June 30th is deemed one "Contract year" and each day of a Contract year is deemed a "Contract day." Each Contract year shall include at least 260 days of service subject to vacation and other leave benefits as set forth in this Contract. Extensions ("roll-overs") may occur as follows:

1. Superintendent's Notice of Intent to Extend. The Superintendent shall, by December 31st of each year, give the President of the Board and each Board Member a "Superintendent's Notice of Intent to Extend," which is a written notice that the Superintendent intends to extend the Contract for a period of one (1) year. In the event the Superintendent fails to provide notice as required by Subparagraph VI(1) and a Superintendent's Notice of Intent to Extend in accordance with this Subparagraph I(1) is not given within the specified time, the Contract shall not be extended.
2. Board Action on Notice of Intent to Extend. In the event the Board has received notice as required by Subparagraph VI (1) and a Superintendent's Notice of Intent to Extend, as provided in Subparagraph I (1), the Board shall have until on or before March 31 each year to give the Superintendent a "Notice of Intent to Not Extend," which is a written notice that the Board does not want to extend the Contract. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.

3. Notice of Non-Renewal. The failure to extend does not automatically affect a nonrenewal of the Contract. The deadline to give notice of non-renewal is, by law, April 15th.

II.

DUTIES OF THE SUPERINTENDENT

The duties of the Superintendent shall be as follows:

1. Superintendent shall perform those services prescribed in:
 - a. Goals and objectives of District;
 - b. Job description of Superintendent of District; and
 - c. Policies of District.
2. Superintendent shall also perform all other duties as assigned.
3. Superintendent shall attend and participate as directed by the Board in meetings of the Board and any Board committees.
4. Superintendent shall provide administrative opinions, recommendations, or professional advice on all items of business conducted by the Board or any authorized committee thereof.
5. 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, the rules and regulations of the Nebraska Department of Education, and by the rules and regulations promulgated by the Board. 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 with 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.
6. As to the Board-Superintendent relationship, the Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. In cases of no Board policy or an emergency, the Superintendent is authorized to take action as necessary or appropriate to the situation.
7. Superintendent shall be (a) legally qualified and certified to hold the position of Superintendent by the laws of the State of Nebraska, (b) shall not be under contract with any other school district, (c) required to register his certificate to perform his contracted duties as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate, and (d) 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 term of the Contract unless the Board agrees to and fixes an earlier effective date.

III.

SALARY

A. The annual salary for the 2022-23 Contract year shall be: \$ 168,325.00 base salary. Said annual salary shall be paid in twelve equal installments in accordance with the policy of the Board. The annual salary to be paid to the Superintendent for the second Contract year shall be as established by the Board.

B. In the event that the Superintendent is elected to or assigned any other office, position or responsibilities in connection with the District, the Superintendent shall perform such duties without remuneration other than that as provided in this Contract.

C. Upon cancellation of this Contract prior to the end of the term or any Contract year, the compensation to be paid shall be an amount which bears the same ratio to the Contract year salary herein specified as the number of Contract days of service to the date of such cancellation bears to the number of days of service provided in the applicable Contract year. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Superintendent.

D. This Contract and the payments hereunder shall conform to the regulations governing deductions with reference to Tax Withholdings, Social Security and Medicare, and the School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this Contract.

IV.

BENEFITS

The Superintendent shall receive the following benefits pursuant to this Employment Contract:

1. **Life Insurance.** Term life insurance is to be provided for coverage for the Superintendent in the face value of \$100,000. The Superintendent shall be responsible for obtaining and assuring this benefit is being provided in conformance with this provision.
2. **Health and Dental Insurance.** Health and Dental Insurance coverage under the district's group plan shall be provided for the Superintendent and the Superintendent's dependents as allowed under the group health and dental policy.
3. **Mileage.** Superintendent shall be reimbursed for mileage at the IRS mileage rate effective as of January 1 of each year of this Employment Contract for use of the Superintendent's personal vehicle for business purposes. Such reimbursement shall be substantiated and paid in accordance with the District's Policies.

4. **Vacation Leave and Accumulation.** Except as hereinafter provided, the Superintendent shall accrue $1 \frac{2}{3}$ working days of vacation leave for each month of employment on a per pay period basis until a total of 30 days of unused vacation leave has been accumulated. Vacation leave or days 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 may accumulate up to a maximum of 30 days. Any days not accrued due to Superintendent's accumulation of 30 days may not be accrued on a later payroll. 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 current effective daily rate of pay. 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 Contract termination or cancellation. The Superintendent shall maintain a vacation leave log which shall be available to the Board for review at any time.
5. **Leave Days and Legal Holidays.** In addition to vacation leave, Superintendent shall be paid for the following leave days or holidays: July 4, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Good Friday, and Memorial Day.
6. **Sick Leave.** The Superintendent shall accrue 10 working days of sick leave during each Contract year. Any unused sick leave may be carried over from one Contract year to the next, subject to a maximum accumulation of 48 days of sick leave. There shall be no pay for accumulated sick leave upon leaving the District for any reason. The Superintendent shall maintain a sick leave log which shall be available to the Board for review at any time.
7. **Memberships.** The District shall pay 100% of the Superintendent's membership charges to the American Association of School Administrators, the Association of Supervision and Curriculum Development, and the Nebraska Association of School Administrators.
8. **Professional Meetings.** The Superintendent shall be authorized to attend appropriate Board approved professional meetings at the local, state, and one annual national level, provided such attendance does not materially interfere with the proper performance of his duties under this Contract. Reasonable and necessary expenses incurred by the Superintendent in connection with the attendance at such meetings shall be paid by the District as allowed by law.
9. **Professional Liability.** District shall provide professional liability insurance for the Superintendent with the same policy limits and insurance coverage as is provided for the members of the Board and certified staff employees of the District. The Superintendent shall be responsible for obtaining and assuring this benefit is being provided in conformance with this provision.

V.

CANCELLATION, TERMINATION, OR NON-RENEWAL OF CONTRACT

A. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which constitutes just cause or substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, or for other reasons determined by the board, this Contract may be amended, non-renewed, terminated or cancelled and the Superintendent may be reassigned, have the Contract amended, or be discharged in accordance with applicable law, and subject to the requirements of Sections 79-824 through 79-842, as amended from time to time; provided, the Superintendent has been given the reasons for the action in writing prior to official action being taken according to law. Suspension or other disciplinary action may be enforced in accordance with applicable law.

B. It is further agreed that the Board at its cost and expense, may annually or as otherwise requested require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the performance of the Superintendent's duties impossible, the Board may, at its option and subject to applicable law, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

VI.

EVALUATION

The evaluation process for the Superintendent shall be as follows:

1. The Superintendent shall be evaluated by the Board, twice during the first year of employment with the District and at least once during each year thereafter during the term of the Employment Contract unless otherwise provided by law. The Superintendent shall provide notice to the board of this obligation no later than the board's regularly scheduled meeting in November of each year, except during the first year an additional notice of evaluation shall also be provided no later than the board's regularly scheduled meeting in March.
2. Upon the completion of each evaluation, the Board shall meet with the Superintendent to review the evaluation, which evaluation shall include such recommendations and directives as the Board may deem reasonable and proper.
3. The Superintendent shall receive a copy of the evaluation and shall have the right to make a written reaction or response to the evaluation.
4. Any evaluation or assessment by the Board or written response or reaction by the Superintendent shall be retained in and become part of the Superintendent's personnel file. The Superintendent agrees that he will not remove his personnel file from the school premises without the express approval of the Board of Education.

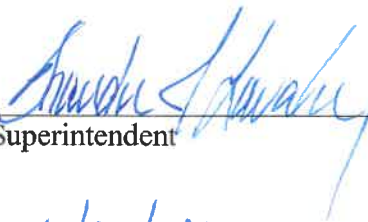
VII

OTHER

The following additional terms and conditions shall apply:

1. The Superintendent agrees that he will reside within the District so long as he is employed as Superintendent of Schools.
2. During the term of the Contract, the Superintendent shall not engage in any other business, profession, or occupation without the Board's prior written consent.
3. This Contract shall be governed by the laws of the State of Nebraska.
4. This Contract may only be modified or amended by written amendment duly authorized and executed by the Superintendent and the Board.
5. In the event any provision of this Contract shall be declared to be invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract.

IN WITNESS WHEREOF, the parties have executed this Employment Contract, in duplicate, on the date first above written.

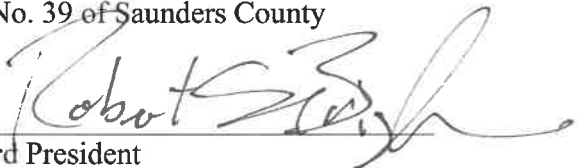


Superintendent

6/21/2022

Date

Wahoo Public School District, a/k/a School
District No. 39 of Saunders County

By: 

Board President

Attest:

By: 

Board Secretary