

# WALTHILL PUBLIC SCHOOLS

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## SUPERINTENDENT'S CONTRACT (3 year)

This Contract is made by and between the **Board of Education of the Thurston County School District No. 0013**, hereinafter referred to as the "Board," and **Kirk Ahrends**, hereinafter referred to as the "Superintendent."

WITNESSETH:

WHEREFORE, the Board is desirous of securing a Superintendent of Schools to supervise and direct the schools and the educational programs of the District under the general supervision of the District's School Board.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Board hereby employs the Superintendent as Superintendent of Schools in and for said District, and the Superintendent hereby accepts such employment upon the following terms and conditions:

Section 1 - Term of Contract. The Superintendent shall be employed for a period of three (3) years beginning on the first day of July, 2019, and expiring on the 30th day of June, 2022.

Section 2 - Salary. In consideration of salary of One Hundred Twenty Seven Thousand, Two Hundred Dollars (\$127,200.00), to be paid from July 1, 2019, through June 30, 2020; One Hundred Thirty Four Thousand, Eight Hundred and Thirty Two Dollars (\$134,832), to be paid from July 1, 2020 through June 30, 2021; One Hundred Forty Two Thousand, Nine Hundred and Twenty One Dollars (\$142,921.00) July 1, 2021 through June 30, 2022; and further agreements and considerations hereinafter stated, the Superintendent agrees to perform faithfully 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. Said 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. The Board retains the right to adjust the Superintendent's annual salary upward during the term of this contract, as an amendment thereto, without such an adjustment constituting a new contract or extending the length of this Contract. Extra duty assignments shall be paid in accordance with the local teachers' Negotiated Agreement. The Superintendent's salary shall not be reduced during the term of this contract.

The salary for the 2020-2022 years are determined to be annual Six Percent (6%) increases for Year 2 2020-2021 and for Year 3 2021-2022. Specifically, a salary of One Hundred Twenty-Seven Thousand and Two Hundred Dollars (\$127,200.00) for Year 1, will be paid from July 1, 2019, through June 30, 2020; One Hundred Thirty-Four Thousand, Eight Hundred and Thirty-Two Dollars (\$134,832), for Year 2 will be paid from July 1, 2020 through June 30, 2021; and One Hundred Forty-Two Thousand, Nine Hundred and Twenty-One Dollars (\$142,921.00) for Year 3, will be paid July 1, 2021 through June 30, 2022.

**Section 3 - Professional Status.** The Superintendent hereby affirms that he is not under contract with another school board of education covering any part or all of the same term provided in this Contract. Superintendent further affirms that through the terms of this Contract he will hold a valid Administrative and Supervisory Certificate with a superintendent endorsement in the State of Nebraska, which certificate shall be registered in the office of the Superintendent of Schools.

**Section 4 - Superintendent's Duties.** The duties of the Superintendent shall be prescribed in the Board of Education Policy Manual, and the District's evaluation documents, which duties are incorporated by reference into this Contract as if set forth verbatim herein. The Superintendent agrees to devote his time, skill, labor, and attention to his duties as 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. The duties of the Superintendent set forth in the Board of Education Policy Manual shall not be changed during the continuance of this Contract without the mutual consent of Superintendent and the Board of Education. The duties of the Superintendent as set forth in the Board of Education Policy Manual and as incorporated in the District's superintendent evaluation documents, may be changed from time-to-time, but not without the written consent of the Superintendent during the course of a contract year.

**Section 5 - Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board Policy. The Superintendent shall be the chief administrative officer of the District and shall have primary responsibility for implementation of Board Policy. The parties agree, individually and collectively, not to interfere with or usurp duties or responsibilities of the other party. The Board, individually and collectively, will promptly refer all criticism, complaints, and suggestions called to its attention to the Superintendent for action, study, and/or recommendations as appropriate.

**Section 6 - Discharge.** The employment and Contract of the Superintendent may be canceled during the course of this Contract for: (a) incompetence; (b) immorality; (c) unprofessional conduct; (d) physical or mental incapacity; (e) conviction of a felony; or (f) any other conduct which substantially impairs the ability of the Superintendent to carry out his duties as prescribed by this Contract. This Contract and the employment of Superintendent may be non-renewed as provided by law and Section 14 of this Contract.

**Section 7 - Disability.** Should the Superintendent be unable to perform his duties by reason of illness, accident, or other disability beyond his control, and such disability is permanent, irreparable or of such a nature as to make performance of his duties impossible, the Board may, in its discretion, cancel this Contract and terminate the employment of the Superintendent as provided by law.

**Section 8 - Transportation.** The Board shall reimburse the Superintendent at the mileage rate established by the State of Nebraska or the Internal Revenue Service, whichever is greater, for mileage actually and necessarily traveled by the Superintendent. The Board may, in the alternative, provide transportation to the Superintendent for such travel.

**Section 9 - Annual vacation and sick leave.** It is agreed by and between the parties that Superintendent shall provide 240 service days annually to the District, subject to an allowed 15 working days of vacation leave during each year and 10 sick days each year of this Contract. For purpose of this section, the term working days shall not include any legal holiday or those days off work afforded other professional staff which occur during the regular school term. Unused vacation leave shall accrue from year to year, not to exceed (25) days. Unused sick leave shall accrue from year to year, not to exceed (45) days. The vacation leave shall not exceed 5 consecutive working days during the school year without school board approval.

**Section 10 - Fringe Benefits.** The District shall pay the premium for family health insurance for such policy as is provided to the certificated employees of the District pursuant to the Negotiated Agreement of the District with the certificated employees of the District.

**Section 11 - Professional Development.** The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, and the District shall pay expenses of attendance. The District agrees to pay the annual membership dues during the course of this Contract for membership in the Nebraska Council of School Administrators for the Superintendent and American Association of School Administrators.

**Section 12 - No Penalty for Release or Resignation.** There shall be no penalty for release or resignation by the Superintendent from this Contract; provided, however, no resignation shall become effective until accepted by the Board.

**Section 13 - Compensation upon Termination.** Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to annual salary specified as the number of days work by the Superintendent bears to the total number of service days required to be worked by the Superintendent. Any portion of salary paid but not earned prior to the date of termination of the Contract shall be refunded by the Superintendent.

**Section 14 - Renewal of Contract after Contract Expiration Date.** The Secretary of the Board shall, not later than the 15th day of January, 2020, notify the Superintendent, in writing, of the Board's intentions not to renew this Contract beyond its stated terms. Failure to so notify the Superintendent shall result in an automatic renewal of this Contract for a period of one year from and after the contract expiration date provided in Section 1 of this Contract. Any nonrenewal procedures shall be governed by the appropriate sections of § 79-824, et seq., except that the parties hereto agree that the earlier notice date stated in this section shall supersede the April 15 date set forth in statute for such notice of nonrenewal.

Section 15 - Entitlement to Defense. The parties agree that in the event, during the course and scope of his employment, and while acting within the bounds of the law, should any legal or administrative action be threatened or filed against the Superintendent as a result of the performance of his duties under this Contract, as directed or permitted by the District, including but not limited to civil suits, professional practices complaints, or civil lawsuits, the District agrees to provide a legal defense to the Superintendent, provided however that if the District should bring an action against the Superintendent, the District shall not be obligated under this paragraph to provide any legal defense to the Superintendent.

Section 16 - Governing Laws. All applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract shall govern the parties.

Section 17- Amendments to be In Writing. This Contract may be modified or amended only in written form and duly authorized and executed by the Superintendent and the Board.

Section 18 - 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.

Section 19 - Acceptance Date. The Superintendent shall accept and deliver one signed copy of this Contract to the Board of Education on or before January 14, 2019. Failure to return one signed copy by the date shall make this Contract null and void.

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

  
Chairman, Board of Education

DATED: 1-14-19

  
Kirk Ahrends, Superintendent

DATED: 1/9/19

  
Secretary, Board of Education

DATED: 1-14-19