

## SUPERINTENDENT'S CONTRACT OF EMPLOYMENT AT LEWISTON

THIS CONTRACT made by and between the Board of Education of the Lewiston Consolidated School District No. 69 in Pawnee County, Nebraska, hereinafter referred to as "the Board" and Rick Kentfield, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with discussion held by the Board as recorded in the minutes of the Board meeting held on February 16<sup>th</sup>, 2021, the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions.

### Section 1. TERM OF CONTRACT

The Superintendent shall be employed for a period of two years beginning on the 1st day of July, 2021, and expiring on the 30th day of June, 2023.

### Section 2. SALARY

The annual salary for the school term of July 1, 2021 to June 30, 2023, shall be \$133,928.00. 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 Lewiston Board. Said annual salary shall be paid in twelve equal monthly installments with the first installment paid on July 20, 2021, and remaining installments payable on the 20th of each month through June, 2023. Reimbursement shall be paid to the Superintendent for expenses incurred by him in the general operation of his position. The superintendent receives twenty-two (22) working days of vacation per contract year, included in the contract amount. This vacation is exclusive of legal holidays, weekends, or non-school days during the regular calendar year.

### 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 terms provided in this contract. The Superintendent further affirms that throughout the term of this contract he will hold a valid and appropriate certificate as a Superintendent of Schools in the State of Nebraska, which certificate shall be registered in the office of the Lewiston School District as required by law.

### Section 4. SUPERINTENDENT'S DUTIES

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff of the district in such a manner which in his best judgment best serves the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him with the assistance of the staff. The Superintendent shall have responsibility for selection, placement and transfer of personnel. He shall be responsible for initiating all personnel matters which require action by the Board, which includes making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of Schools throughout the term of this contract.

#### Section 5. BOARD-SUPERINTENDENT RELATIONSHIP

The Board shall have a 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. The parties agree individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for study, action and/or recommendation, as appropriate.

#### Section 6. DISCHARGE

Throughout the term of this contract the Superintendent may be discharged if he materially breaches any provision of this contract, or performs any act which substantially inhibits his ability to discharge his duties, including but not limited to (a) incompetence, (b) immorality, (c) intemperance, (d) cruelty, (e) conviction of a felony, (f) neglect of duty, (g) general neglect of business of the District, (h) unprofessional conduct, (i) physical or mental incapacity. The Board shall not act arbitrarily or capriciously in calling for discharge unless the Superintendent has been given a specific statement of the cause or causes for discharge in writing and due notice of an opportunity for a hearing before the Board. The hearing shall be held before the Board and may be in a closed or open session, at the option of the Superintendent; provided that in the event of a hearing in closed session, no formal action shall be taken by the board on the evidence presented at such hearing until the board shall have reconvened in open session. The Board may appoint an attorney, who has never represented the District or any member of the Board in any capacity, to act as the presiding officer at the hearing. The hearing officer shall formulate the procedural rules for the hearing, shall be in charge of the conduct of the hearing and shall have the power to rule on all objections. The Superintendent may at his cost and expense be represented by legal counsel at the hearing. During the hearing, evidence in support of the cause or cause for discharge shall be presented and the Superintendent shall be afforded the opportunity to present evidence on his behalf. After the hearing, the Board shall render its decision and if such decision is averse to the Superintendent, the Board shall submit a written memorandum of decision setting forth the reasons for the decision and the evidence relied upon. The fees and expenses of the hearing officer shall be paid by the District. Nothing contained herein shall prevent the suspension of the Superintendent with pay, pending the proceedings.

#### 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 shall continue for more than six months, or if such disability is permanent, irreparable, or of such nature as to make performance of his duties impossible, the Board may, at its discretion, terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

#### Section 8. PHYSICAL EXAMINATION

The Superintendent agrees to have a comprehensive physical examination by a licensed physician every other year during this contract. A written report by the physician performing such examination certifying to the physical competency of the Superintendent shall be filed with the secretary of the Board and treated as confidential information by the Board.

Section 9. TRANSPORTATION

The Board shall provide the Superintendent with a school van for his use in the performance of his official duties or shall reimburse him for mileage for the use of his private vehicle.

Section 10. PROFESSIONAL DEVELOPMENT

The Superintendent shall attend appropriate professional meetings at the local and state levels and all expenses of attendance shall be paid by the District.

Section 11. FRINGE BENEFITS

The Superintendent shall receive all fringe benefits granted other certificated employees of the District. The Superintendent will join NCSA with the District paying dues.

Section 12. NO PENALTY FOR RELEASE OR RESIGNATION

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 contract for that particular school year.

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 the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination shall be refunded by the Superintendent.

Section 14. 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.

Section 15. AMENDMENTS IN WRITING

This contract may be modified or amended only in writing and if duly authorized and executed by the Superintendent and the Board.

Section 16. 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.

IN WITNESS WHEREOF, the parties have approved of and executed this contract based on the board approval on February 16, 2021.

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Superintendent

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Board President

February 16, 2021  
Issue date