

EMPLOYMENT AGREEMENT



between

**MIKE LUCAS
SUPERINTENDENT OF SCHOOLS**

and the

**BOARD OF EDUCATION
OF
SCHOOL DISTRICT NO. 66 OF
DOUGLAS COUNTY, NEBRASKA
AKA
WESTSIDE COMMUNITY SCHOOLS**



2019 – 2022

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into this 14th day of February, 2019 (the "Effective Date") by and between the Board of Education of School District No. 66 of Douglas County, Nebraska (the "Board"), and Dr. Mike Lucas (the "Superintendent").

RECITALS

WHEREAS, the Board desires to enter into this Agreement for the employment of Superintendent and Superintendent desires to become employed in order to render services for School District No. 66 of Douglas County, Nebraska (the "District") on the terms and conditions set forth in this Agreement.

In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Title and Duties.** Superintendent shall serve in the role of Superintendent of Schools for the District pursuant to the terms set forth in this Agreement, beginning on the Commencement Date (as defined below). Superintendent shall report directly to the Board. Superintendent's principal employment duties and responsibilities shall be those duties typically and historically performed by the Superintendent of Schools, including such services necessary to carry out the goals and objectives of the Board with respect to the District, and such other duties as may be designated by the Board from time to time. Superintendent shall discharge Superintendent's duties hereunder, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner Superintendent reasonably believes to be in the best interests of the District. The Board shall provide Superintendent with a formal review of Superintendent's performance twice during the first year of the Term (as defined below) and at least once during each subsequent year of the Term. Superintendent represents and warrants that Superintendent is currently and at all times during the Term: (a) will continue to be legally qualified to hold the position of Superintendent of a Class III school district under the laws of the State of Nebraska, and (b) will not be under contract with any other school district.

2. **Best Efforts.** Except for illnesses and leave periods, Superintendent shall devote Superintendent's full business time, attention and best efforts to the performance of Superintendent's duties and responsibilities under this Agreement. Superintendent will not engage in any other business or render any commercial or professional services, directly or indirectly, to any other person or organization, whether for compensation or otherwise, unless explicitly approved in writing by the Board. Notwithstanding the foregoing, Superintendent may participate in charitable, academic, political or community activities and boards, and in trade or professional organizations, provided that such activities do not interfere with the performance of Superintendent's duties as set forth in this Agreement and provided further that such activities are approved in advance by the Board.

3. **Compensation.** In consideration of Superintendent's services hereunder, the District shall pay Superintendent an annual base salary of \$230,000.00 unless and until adjusted as set forth below (the "Base Salary"). Superintendent's Base Salary shall be paid, less applicable withholdings, in accordance with the District's regular payroll practices and policies. The Board shall review the Base Salary with Superintendent on a periodic basis and may adjust such Base Salary from time to time based on the performance of the Superintendent, the financial condition of the District, prevailing industry salary levels, and such other factors as the Board considers relevant.

4. **Relocation Expense Reimbursement.** The District will reimburse Superintendent for customary relocation, moving, and temporary housing expenses incurred by Superintendent as the result of such relocation in an amount up to Five Thousand and 00/100 Dollars (\$5,000.00) unless otherwise authorized by the Board (the "Relocation Expenses"). Superintendent acknowledges that except for certain qualified moving expenses as defined by applicable Internal Revenue Service regulations, the Relocation Expenses will be treated as taxable income. Superintendent expressly agrees that as condition of reimbursement from the District pursuant to this Section, Superintendent's Relocation Expenses must be substantiated in writing, including retention and production of all receipts, and must be submitted promptly after incurring the Relocation Expenses, and in no case later than thirty (30) days after such Relocation Expenses are incurred.

5. **Employee Benefits.** During Superintendent's employment with the District, Superintendent shall be eligible to participate in any employee benefit plans and programs generally made available to similarly situated employees of the District as described in the "Employee Benefits Summary for Administrators" attached hereto as Exhibit "A" (the "Benefits Summary"). The foregoing notwithstanding, Superintendent shall not be eligible for the Administrator Career Increment listed in the Benefits Summary. All benefits outlined in the Benefits Summary shall be provided in a manner consistent with the terms and conditions of the applicable benefit plans or programs listed therein. Superintendent's "Transportation Allowance" (as referenced in the Benefits Summary) shall be an annual amount of \$5,000.00, payable in equal monthly installments of \$416.67 each, less applicable withholdings. Unused vacation days may not be carried over from year to year (*i.e.* July 1 through June 30). At the conclusion of employment, Superintendent will be paid for all vacation days received but unused during the then-current contract year. The District reserves the right to modify, alter, or discontinue any benefits listed in the Benefits Summary at any time in its sole discretion. In the event of any conflict between the Agreement and the Benefits Summary, the terms of this Agreement shall control.

6. **Expenses.** During Superintendent's employment with the District, Superintendent shall be entitled to reimbursement of all reasonable and necessary expenses incurred by Superintendent in the performance of Superintendent's duties for the District. Such expense reimbursement shall include payment for membership fees in certain job-related professional organizations as authorized by the Board. Reimbursement of Superintendent's expenses shall be conditioned on the Board's receipt and verification of receipts, vouchers, expense statements and/or such other supporting information as the Board may reasonably request.

7. **Term.** The term of this Agreement shall commence on July 1, 2019 (the "Commencement Date") and shall continue through June 30, 2022 (the "Initial Term"), unless earlier terminated upon the first to occur of the events set forth below. On or before July 1, 2020, the Board may extend this Agreement for an additional year such that the Agreement shall continue through June 30, 2023 (the "Extended Term") (the Initial Term and the Extended Term collectively referred to herein as the "Term"), unless earlier terminated upon the first to occur of the events set forth below. In the event the Agreement is not terminated as set forth in this Section, the Agreement shall expire and terminate automatically at the end of the Term and in accordance with the laws of the state of Nebraska. The events for which the Agreement may be terminated prior to the end of the Term are as follows:

a. **Death or Disability.** The date of Superintendent's death or Superintendent's physical or mental disability which prevents Superintendent from performing the essential functions of Superintendent's duties as an employee of the District, with or without reasonable accommodation as defined by the Americans with Disabilities Act.

b. **For Cause.** At the election of the Board, and subject to the provisions of this Section 6.b. and the laws of the state of Nebraska, Superintendent may be terminated for Cause at any time by the Board immediately upon written notice. For purposes of this Agreement, "Cause" for termination shall be deemed to exist in the event the Board, in its sole discretion, determines that the Superintendent has engaged in or exhibited any of the following: (i) incompetence; (ii) neglect of duty, gross negligence, or willful misconduct; (iii) unprofessional conduct; (iv) immorality, conduct involving moral turpitude, dishonesty, or fraud; (v) conviction of, or plea of guilty or no contest to, any felony; (vi) physical or mental incapacity which causes an inability to perform the necessary functions of the Superintendent of Schools position; (vii) cancellation, termination, revocation, or suspension of any certification required to act as Superintendent of Schools; (viii) failure to give evidence of professional growth as approved by the Board; (ix) other conduct which interferes substantially with the continued performance of duties; (x) any conduct that is materially harmful to students or the District; or (xi) any breach of the material terms of this Agreement.

c. **Resignation.** At any time; provided, however, such resignation shall not become effective until expiration of the Term unless an earlier date is accepted by the Board and there shall be no penalty for such release from this Agreement.

d. **Mutual Agreement.** At any time upon the mutual written agreement of the parties.

8. **Payments Upon Termination.** Upon termination of Superintendent's employment under this Agreement, Superintendent shall be paid Superintendent's then-current Base Salary, unreimbursed business expenses, and other items earned by and owed to Superintendent, calculated through and including the effective date of termination. The termination of Superintendent's benefits shall be determined in accordance with the applicable benefit plans or policies then in effect. Except as expressly stated in this Section 7, neither the

Board nor the District shall have any other obligation to Superintendent in the event of a termination of this Agreement.

9. **Indemnification.** To the extent permitted by law, the Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or in Superintendent's official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of Superintendent's employment.

10. **District Residency.** During the Term, Superintendent agrees to reside within the boundaries of the District. Superintendent shall be solely responsible for securing any housing required to fulfill this residency condition.

11. **Assignment.** This Agreement and the rights, interests and obligations of the Board hereunder shall be assignable by the Board. This Agreement is not assignable by Superintendent.

12. **Jurisdiction and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska. Each party agrees that any action by either party to enforce the terms of this Agreement shall only be brought by the other party in an appropriate state or federal court in Douglas County, Nebraska and waives all objections based upon lack of jurisdiction or improper or inconvenient venue of any such court.

13. **General.**

a. **Reformation and Severability.** Superintendent and the Board intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. Superintendent and the Board further agree that if any provision of this Agreement is determined to be unenforceable for any reason, and such provision cannot be reformed by the court as anticipated above, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

b. **Waivers.** No delay or omission by either party hereto in exercising any right, power or privilege hereunder shall impair such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

c. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

d. **Entire Agreement.** This Agreement, including the initial paragraph, the recitals, and the Exhibit to this Agreement, each of which are hereby incorporated by this reference, contains the entire understanding of the parties, supersedes all prior

agreements and understandings, whether written or oral, relating to the subject matter hereof, and may not be amended except by a written instrument hereafter signed by Superintendent and a duly authorized representative of the Board (other than Superintendent).


[Signature Page Follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 66 OF
DOUGLAS COUNTY, NEBRASKA



Dr. Mike Lucas, Superintendent

By: 

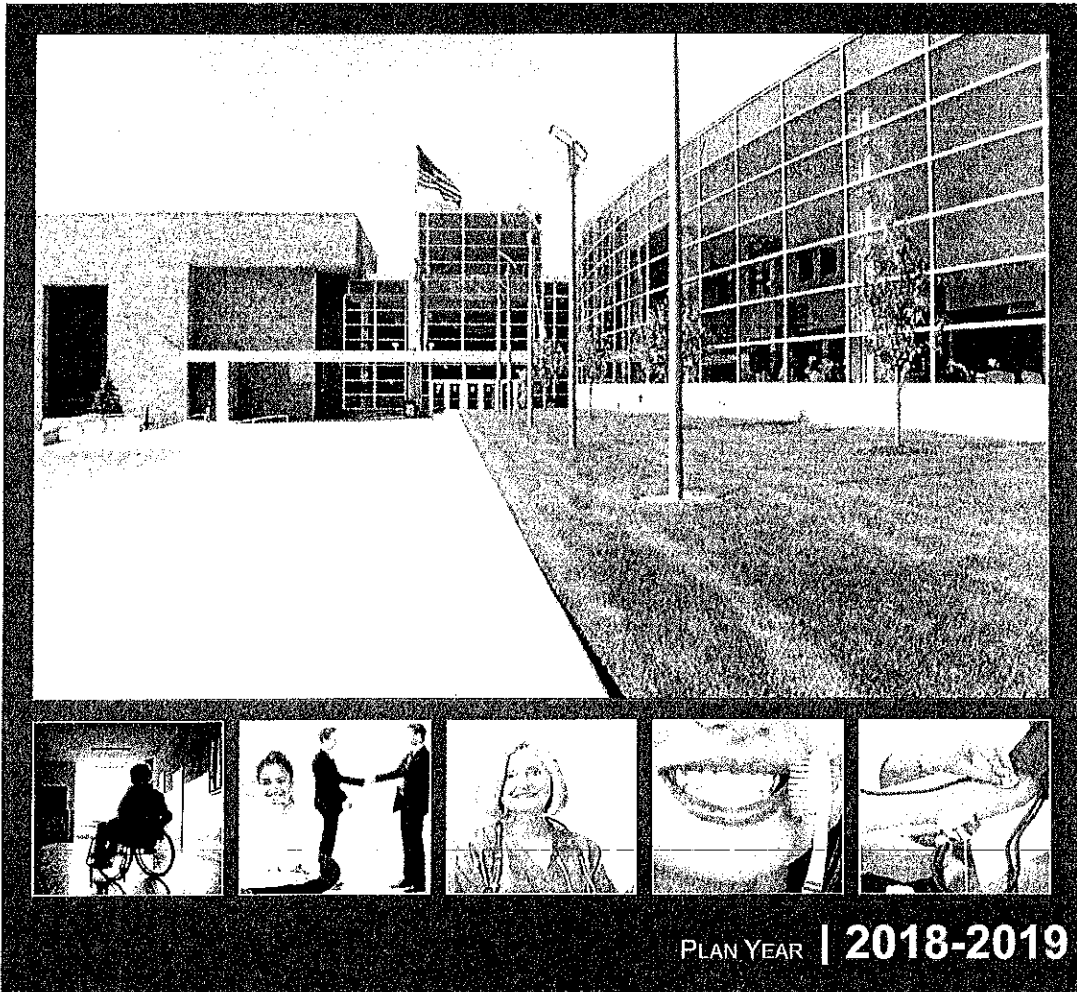
President, For the Board of Education

EXHIBIT "A"

EMPLOYEE BENEFITS SUMMARY FOR ADMINISTRATORS

Westside Community Schools

**Employee Benefits Summary for:
ADMINISTRATORS**



PLAN YEAR | **2018-2019**

Our employees are our most valuable asset.

That's why at Westside Community Schools we are committed to a comprehensive employee benefit program that helps our employees stay healthy, feel secure, and maintain a work/life balance.

ADMINISTRATORS



CONTRACT HOURS:

- 2080 – 2088 Hours

LEAVE TIME:

- Personal Days: 2 Days per contract year
- Vacation: 20 Days per contract year prorated twice annually (July & January)
- Holidays: 10.5 Days (Labor Day, Thanksgiving and Friday following, December 24th & 25th, December 31st & January 1st, Friday Afternoon of Spring Break Week, Memorial Day and July 3rd & 4th)
- Sick Leave: Unlimited
- Family Illness: 5 Days per contract year
- Bereavement Leave per Board Policy 4610
- Non-Birth Parent Leave: 10 Days per contract year
- Religious Holiday Leave

INSURANCES:

- District Paid Family Health Insurance (\$1,100 deductible)
 - Employee participation in Wellness Program at defined level required for full District Paid premiums
- District Paid Family Dental Insurance
- Long Term Disability Insurance
- District Paid Life Insurance \$130,000 (includes AD&D) (Amounts over \$50,000 difference in premium is taxable)
- Optional Supplemental Life Insurance available up to \$125,000
- Optional Dependent Child(ren) Life Insurance available (includes AD&D)
- Optional Spouse Life Insurance available (includes AD&D)
- Optional EyeMed Vision Insurance available
- PayFlex Flexible Spending Account (Medical / Dependent Care) available

OTHER BENEFITS:

- Administrator Career Increment is discretionary, in both availability and amount, for administrators determined at the time to be proficient in all domains and in good standing, not to exceed: 4% of base salary after 5 years, additional 1% after 10 years, additional 1% after 15 years, additional 1% after 20 years. This is calculated after annual increases and adjustments, if any, have been applied to the salary from the previous year.
- Wellness Program (Employee participation at defined level required for full District Paid premiums)
- State Retirement as required per NPERS (District matches 101% of employee's contribution)
- Employee Assistance Program (EAP)
- FMLA for employees who have been with Westside Community schools for one year or more
- Up to \$350 for annual physical examination
- Cell Phone Allowance: \$900 Annually (Included in pay check monthly)
- Transportation Allowance: Varies (Included in pay check monthly)
- 403b available for retirement

MISCELLANEOUS INFORMATION:

- Monthly Payroll is paid on the 15th of each month. Direct Deposit Forms are available in Human Resources.
- Westside Community Schools Contract Period: July through June
- WAs are changeable at any time and are available in Human Resources
- New employees have 31 days to enroll in coverages. Coverages can be changed due to life events (i.e. marriage, birth of a child, etc) within 31 days of life event. Please contact Human Resources if you have a life event.
- Benefit Open Enrollments will be communicated when available.

Administrators

2