

**CONTRACT FOR  
ASSOCIATE SUPERINTENDENT FOR BUSINESS AFFAIRS**

THIS CONTRACT AND AGREEMENT made and entered into by and between LANCASTER COUNTY SCHOOL DISTRICT 0001, hereinafter termed "School District", and Liz Standish, hereinafter termed "Employee."

WITNESSETH:

WHEREAS, in consideration of this new contract and of the settlements, agreements and terms and conditions herein, the Board of Education of Lancaster County School District 0001 has duly elected Liz Standish as Associate Superintendent for Business Affairs of the School District for a period of two (2) years, commencing the first year on July 1, 2016 and ending on June 30, 2017 and for any subsequent years commencing on July 1 and ending on June 30 the following year;

NOW, THEREFORE, it is contracted and agreed by and between the parties hereto as follows:

1. **Term.** That the Employee shall faithfully perform the duties of Associate Superintendent for Business Affairs, or as otherwise assigned, in and for the public schools of said School District for a term of two (2) years, commencing on July 1, 2016 and ending on June 30, 2017 and for any subsequent years commencing on July 1 and ending on June 30 the following year, as prescribed by the laws of the State of Nebraska, and by the rules and regulations of the Board of Education of said School District.

2. **Salary.** For the services to be performed by the Employee, the School District shall pay to Employee an annual salary of \$205,359.00 for the 2016-17 school year, and thereafter, unless adjusted as provided herein. Such annual salary represents only wages or salary for personal services performed or to be performed by the Employee during the Contract term, the stated annual salary amount includes only compensation as defined in Section 79-902, and expressly does not include amounts not defined as compensation in Section 79-902 as the same now exists or as amended from time to time. Such salary shall be paid in accordance with the policies of the Board of Education of said School District governing the payment of salary to professional staff members of said School District. In the event that the Employee be elected to any other office or offices of the Board of Education or in connection with said School District, Educational Service Units or other corporations controlled by the Board of Education or its members, the Employee shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The School District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the School District has entered into a new Contract, nor shall the term or termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such term or termination date. Provided, further, that nothing in this contract shall abrogate any of the rights including any rights to tenure that the Employee may have under and by virtue of the laws of the State of Nebraska as the same shall now exist or as the same shall from time to time be amended.

3. **Duties.** The Employee shall perform the duties as assigned by the Board of Education or Superintendent from time to time. The Employee will devote full time, skill, labor and attention to said employment during the term of this contract; provided, however, that the Employee may undertake

consultative work, speaking engagements, writing, lecturing or other professional duties, but only by agreement with the Superintendent of Schools of said district.

4. **Contract Termination.** It is further agreed that the Board of Education may require in accordance with its rules, a certificate of health and physical fitness of Employee at any time while this Contract is in force. Should the Employee be unable to perform the Employee's duties by reason of illness, accident or any other cause beyond the Employee's control, and said disability exists for a period exceeding the Employee's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary stipulated, and if such disability continues or is permanent, or of such nature as to make the performance of duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall immediately cease and terminate. In the event the Employee 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 Employee's ability to discharge the duties as set forth herein, this contract may be amended, non-renewed, terminated, or cancelled and the Employee may be reassigned, have the Contract amended, or be discharged in accordance with applicable law, and subject to any applicable requirements of Sections 79-824 through 79-842, as amended from time to time; provided, the Employee has been given the reasons for the action the Employee may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. The duties to be performed hereunder are subject to assignment or reassignment from time to time.

5. **Benefits and Other Terms.** Except as hereinafter provided, the Employee shall receive vacation leave, annual leave, leave accumulation, long service increment and other rights or benefits, as provided by and subject to all restrictions and limitations contained in the School District's "Administrative Employment Guidelines Lincoln Public Schools January, 2016" as they now exist or as they may be amended from time to time (hereinafter "Administrative Employment Guidelines"), as long as the Employee is not already being compensated for or receiving such right or benefit as a part of this Contract and as long as the Employee meets all conditions and eligibility requirements for such rights or benefits as required therein. Specifically, for example, in the area of accumulated unused annual leave the Employee must have completed ten (10) years of employment at the time of separation from employment in order to be entitled to any pay for accumulated unused annual leave at the rate as otherwise provided for all administrators by the School District's "Administrative Employment Guidelines" as amended from time to time; and in the area of accumulated unused vacation leave the maximum number of vacation leave days/hours that can be accumulated and that the Employee may be reimbursed for on separation from employment as otherwise provided for all administrators by the School District's "Administrative Employment Guidelines" as amended from time to time.

A. **Annual Leave.** The parties agree that the Employee upon separation from employment for any reason, shall be entitled to and receive pay for any accumulated and current years' unused annual leave on the conditions and at the rate as otherwise provided for all administrators by the School District's "Administrative Employment Guidelines" as amended from time to time. The School District and the Employee shall collaborate with each other on keeping track of all accumulated or current years' annual leave, but the School District's records shall control as to the accumulated unused annual leave.

B. **Vacation Leave.** The parties agree that the Employee upon separation from employment for any reason, shall be entitled to and receive pay for any accumulated and current years' unused vacation leave on the conditions and at the rate as otherwise provided for all administrators by the School District's "Administrative Employment Guidelines" as amended from time to time or as required by law.

C. **Other Terms and Indemnity.** The Employee is required as part of the Employee's duties to be accessible at all times and as such, the District requires the Employee to have a cellular phone and laptop computer, or other electronic equipment, software or devices to provide for such immediate and/or remote access to the Employee. The Employee shall attend appropriate professional meetings at the local, state and national levels at the expense of the School District and shall be reimbursed for reasonable business expenses.

The School District shall cover the Employee through its liability and/or errors and omission insurance policies and the School District shall, to the full extent permitted by law, defend, hold harmless, and indemnify the Employee from any and all demands, claims, suits, actions, and legal proceedings brought against the Employee in the Employee's individual capacity or the Employee's official capacity as an agent or employee of the School District, provided that the incident arose while the Employee was acting (or, in good faith, reasonably believed that the Employee was acting) within the scope of the Employee's employment with the School District.

6. **Legal Requirements.** The Employee affirms that: (1) the Employee holds or will hold a valid and appropriate certificate to act as an administrator in the State of Nebraska throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to act as an administrator shall be registered as required by law; (3) the Employee is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract and (4) there shall be no penalty for release or resignation by the Employee from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. It is understood that this Contract is also subject to provisions of the School Employees Retirement Act.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY SCHOOL DISTRICT 0001

BY: \_\_\_\_\_  
President of Its Board of Education

\_\_\_\_\_  
Liz Standish, Associate Superintendent for Business Affairs