

AGENDA

School District #145 - Waverly Public Schools

1. OPENING OF THE MEETING

1.1. Call to Order

1.2. Open Meetings Act

1.3. Publication of Meeting

1.4. Roll Call

Excuse the absence of Board Member Cheryl Landon Passed with a motion by Board Member #1 and a second by Board Member #2.

1.5. Pledge of Allegiance

2. APPROVAL OF AGENDA

2.1. Approve Agenda

Approval of the agenda for the meeting Passed with a motion by Board Member #1 and a second by Board Member #2.

3. Discussion Items

3.1. Business Manager Position

4. Convene Closed Session

4.1. Convene Closed Session

Convene into closed session to discuss personnel. Passed with a motion by Board Member #1 and a second by Board Member #2.

4.1.1. Restate Closed Session Reason

5. Reconvene to Open Session

5.1. Reconvene Open Session

To reconvene in open session Passed with a motion by Board Member #1 and a second by Board Member #2.

6. ACTION ITEMS

6.1. Business Manager Position

Approve Mikal Shalikow as the Business Manager for District 145 starting with the 2022-2023 school year at a starting salary of \$140,000 Passed with a motion by Board Member #1 and a second by Board Member #2.

7. Adjournment

8. For Your Information

Meeting Notice

Notice of Special Board Meeting
School District 145 (aka Waverly Public Schools)

The School District 145-Waverly Board of Education will convene in special session at 5:00 p.m. on Monday, February 28th, 2022 in the Central Office Board Room, 14511 Heywood Street, Waverly, Nebraska.

The purpose of this meeting is to discuss, consider and take all necessary action on the employment contract of the new Business Manager.

The agenda for this meeting, which shall be kept continually current, shall be readily available for public inspection at the School District 145-Waverly Central Office, located at 14511 Heywood Street, Waverly, Nebraska.

Posted this 24th day of February, 2022.



Cory Worrell
Superintendent

School District 145 - Waverly
ADMINISTRATOR'S CONTINUING CONTRACT OF EMPLOYMENT
For
Mikal T. Shalikow
Business Manager
2022-23

THIS CONTRACT is made by and between School District 145 - Waverly, located in Lancaster County, in the State of Nebraska, hereinafter referred to as the "School District," and Mikal T. Shalikow, hereinafter referred to as "the Administrator."

Section 1. Term of Contract. The Administrator shall be employed for a period of one (1) year, beginning on July 1, 2022 and expiring on June 30, 2023 and consisting of 260 days of service.

Section 2. Salary. In consideration of an annual salary of one hundred forty thousand dollars (\$140,000), and of the further agreements and considerations hereinafter stated, the Administrator agrees to perform faithfully the duties of Business Manager 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 by equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District.

Section 3. Professional Status. The Administrator hereby affirms that he/she is not under contract with another school board or board of education covering any part of the same terms provided in this contract. The Administrator further affirms that throughout the term of this contract he/she will hold a valid and appropriate certificate to act as an administrator in the State of Nebraska, which certificate shall be registered in the office of the Superintendent of Schools as required by law.

Section 4. Administrator's Duties. The duties of the Administrator shall be as prescribed for the position of Business Manager, which duties shall be performed in accordance with standards and goals established by the Board of Education and Superintendent. The Administrator agrees to devote his/her time, skill, labor and attention to his/her duties as Business Manager throughout the term of this contract provided, however, the Administrator, by agreement with the Superintendent, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Section 5. Discharge. Throughout the term of this contract the Administrator may be discharged pursuant to the procedures provided by law, if he/she materially breaches any provision of this contract, or performs any act which substantially inhibits his/her ability to discharge his/her duties as Business Manager 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 the business of the District; (h) unprofessional conduct; and, (i) physical or mental incapacity.

Section 6. Disability. Should the Administrator be unable to perform his/her duties by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in 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 Administrator under any insurance coverage furnished by the District.

Section 7. Transportation. The Administrator shall be reimbursed for transportation required in carrying out his official duties at the District's approved mileage rate.

Section 8. Sick Leave. The Administrator shall be allowed twelve (12) working days of sick leave (based on full time equivalency portion) during each year of this contract. Sick leave shall accrue to a total not to exceed sixty (60) days. For the purpose of this section the term "working days" shall not include any Saturday, Sunday, or legal holiday.

Section 9. Vacation Leave. The Business Manager shall be allowed twenty (20) working days of vacation during each year of this Contract, exclusive of eight (8) holidays: Labor Day, Thanksgiving, Christmas Day, New Years Day, Good Friday, Memorial Day, July 4, and one (1) additional day to be used at Thanksgiving or Christmas. Vacation leave shall accrue to a total not to exceed thirty (30) days during the term of this Contract. For the purposes of this section the term "Working days" shall not include any Saturday, Sunday, or legal holiday.

Section 10. Professional Development. The Administrator shall continue his/her professional development by attending appropriate professional meetings at the local, state and national levels and provided that such engagements do not cause undue hardship to the district. These meetings shall be pre-approved by the Superintendent and the expenses of such attendance shall be paid by the District.

Section 11. Health Insurance. The Administrator shall be provided health and dental insurance coverage at the School District's cost at the level selected by the employee (single, single + spouse, single + children, full family).

Section 12. Long Term Disability and Term Life Insurance. The Administrator shall be provided with \$25,000 term life insurance and long term disability at the District's cost.

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 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 of this contract shall be refunded by the Administrator.

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 to be in Writing. This contract may be modified or amended only in writing duly authorized and executed by 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 executed this contract on the dates indicated below.

Superintendent For Board of Education

Date



Mikal Shalkow, Business Manager

Feb. 14, 2022
Date