

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of the Wallace School District 65-R, located in Lincoln County, in the State of Nebraska, hereinafter referred to as "the Board", and Thomas H. Sandberg, hereinafter referred to as "the Superintendent".

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 18th day of January, 2017, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

I. TERM

Section 1.1 The Board by and on behalf of the School District does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools and K-6 Principal for the schools of the School District for a period of one (1) year commencing on July 1, 2017 and ending on June 30, 2018.

Section 1.2 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, expressed or implied, is created in continued employment beyond the Contract term.

Section 1.3. If the Board desires to consider the non-renewal of this Contract at the end of the term of this Contract, the Board shall provide written notice of its intent to consider non-renewal by April 15, 2018.

II. EMPLOYMENT

Section 2.1 Duties. In addition to the duties required of the Superintendent by the laws of the State of Nebraska, the Superintendent shall comply with all Board directives, other state and federal law, district policies, rules, and regulations as they exist or may hereafter be adopted or amended. The Superintendent shall faithfully perform all duties, shall devote full time, skill, labor, and attention to the position of Superintendent of Schools throughout the term of this Contract; and shall perform all acts and services in the best interest of the District. The Superintendent shall perform the duties of Superintendent of Schools for the District with reasonable care, skill, and expertise and in good workmanlike manner. The School District shall provide and keep in force liability and errors and omissions insurance policies on the Superintendent.

In the event the Superintendent is elected to any other office or offices of the Board or in connection with said School District, he shall perform the duties of such other office or offices without remuneration other than as provided in this contract.

Section 2.2 Certification. The Superintendent presently has, or will have on the first day of the term of this Contract, a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, and shall keep this certificate in full force and effect throughout the term of this Contract. The Superintendent shall register this certificate with the central administrative office of the District, and with any other person, agency, or department as may be required by the laws of the State of Nebraska or by rules and regulations of the Nebraska Department of Education. The Superintendent shall not commence duties, and this Contract shall not become effective, until this certificate is properly registered.

Section 2.3 Medical Certification. It is further agreed that the Board may require, in accordance with its rules, a certificate of health and physical fitness of the Superintendent at any time while this Contract is

in force. Should the Superintendent be unable to perform his duties by reason of illness, accident, or any other cause beyond his control, and said disability exists for a period exceeding his sick leave allowance, the Board may make a proportionate reduction from the salary stipulated. If such disability continues, is permanent, or is of such nature as to make the performance of his duties impossible, the Board may terminate this Contract whereupon the respective duties, rights, and obligations hereof shall terminate.

Section 2.4 Organization and Direction of Personnel. The Superintendent is responsible for the administration of instruction and business affairs of the School District; and is authorized to select, place, and transfer personnel, and to organize the administrative and supervisory staff with the concurrence of the Board. In any selection, recommendation for employment, organization, placement on salary schedules or salary ranges, transferring, assigning, or reassigning personnel, the Superintendent shall take such action as is consistent with the best interest of the School District subject to the guidelines set by the Board in the annual budget for the School District in accordance with the policies of the Board.

Section 2.5 Consultation and other Activities. With the permission of the Board, the Superintendent may undertake consultation work, speaking engagement, writing, lecturing, or other professional activities for other entities; provided, however, that none of such extra activities interfere with the efficient operation of the School District or otherwise operate to the detriment of the School District. Any days used for outside activities for which the Superintendent would be compensated will be deducted from the Superintendent's earned vacation time.

Section 2.6 Professional Meetings. Subject to prior approval by the board, the Superintendent or the Superintendent's designee shall represent the School District at appropriate professional meetings whether local, state, or national, provided that the attendance of the Superintendent at any such meetings involving more than one full day out of the office shall be with the approval of the Board. The expense of such attendance shall be paid by the School District to an aggregate maximum not to exceed amounts allocated therefore in the budget approved by the Board for the year during the term of this contract.

Section 2.7 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent of Schools to another position, without the Superintendent's express written consent or through amendment of the Superintendent's contract pursuant to state law.

III. COMPENSATION

Section 3.1 Salary. The School District shall provide the Superintendent with an annual salary of \$117,500.00 for the 2017-18 school year. The annual salary shall be paid to the Superintendent in twelve equal monthly installments in accordance with the policy of the Board regarding payment of other professional staff members employed by the School District.

The Board reserves the right to adjust the annual salary during the term of this Contract. Said salary adjustment, however, shall not reduce the annual salary to any lesser amount than as above stated. Such adjustment shall be solely at the discretion of the Board. 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 such salary adjustment, the termination date shall not be extended unless expressly stated by the Board. In no event shall any such extension be for a period in excess of the termination date of this Contract.

Section 3.2 Deductions. This Contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security, and retirement. Other deductions may be withheld as agreed by the Board and Superintendent.

Section 3.3 Payment of Professional Dues. The School District shall pay any of the Superintendent's annual professional dues which the Board determines, at its sole discretion, are reasonable.

Section 3.4 Other Benefits.

- A. Medical Insurance. The Superintendent shall be entitled to the medical insurance coverage accorded other professional employees of the School District.
- B. Summer work schedule. The Superintendent may work four days out of a five day (Monday through Friday) work week during the months of June and July without the additional days off counting against vacation leave. The four-day work week shall be at the Superintendent's choosing. The Superintendent will inform the bookkeeper of his schedule.
- C. Reimbursement. The Superintendent shall receive reimbursement from the School District at the legally-established rate for his meals, accommodations, and use of his personal vehicle while conducting official school business away from Wallace, only with prior approval granted by the Board.
- D. Income Protection Plan. The Superintendent shall receive the same benefits of the income protection plan as the other professional staff members under the policies of the School District.

Section 3.5 Vacation and Leave.

- A. Vacation. During the term of employment, the Superintendent shall be entitled to twenty one (21) working days of vacation per school year during the term of this Contract. Vacation time shall be scheduled by the Superintendent so as not to interfere with the normal operation of the School District. Vacation days shall be taken within the course of the Contract term. The Superintendent shall receive compensation for all unused vacation days remaining at the end of the Contract term.
- B. Sick Leave. The Superintendent shall be entitled to ten (10) sick leave days per year accumulative to 40 days. The Superintendent may use such leave for the illness of a member of his immediate family. The immediate family shall include a mother, father, spouse, son, daughter, sister, brother, mother or father of a spouse, or grandparents. No cash reimbursement for accrued, but unused, sick leave shall be paid.
- C. Personal Leave. The Superintendent shall be entitled to two (2) personal days to be used for any purpose as determined by the Superintendent. Such personal days must be used during the course of the Contract term, and no cash reimbursement for accrued, but unused, personal leave shall be paid.
- D. Records of Leave. The Superintendent shall keep business records of all days of vacation, sick leave, or personal leave actually taken, and shall regularly advise the Board as to any such leave the Superintendent has taken.
- E. Other Leave. The Superintendent shall be allowed the usual holidays which the School District generally recognizes during the course of the Contract term.

IV. REVIEW OF PERFORMANCE

Section 4.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year following the initial term of employment. The evaluation shall be conducted on or before November 30, 2017.

The Superintendent is responsible for notifying the Board of the Board's statutory obligation to evaluate the Superintendent by consulting with the President of the Board to see that the Superintendent's evaluation is placed on the Board's agenda during the term of this contract on or before the date specified above. A failure to notify the Board of its need to perform the Superintendent's evaluation shall constitute neglect of duty sufficient to warrant cancellation of this Contract.

Section 4.2 Evaluation Format and Procedure. The evaluation format and procedure shall generally be in accordance with the Board's policies and state and federal law. It is further agreed between the Superintendent and the School District that Neb. Rev. Stat. SS 79-12,111 which requires that an evaluation include an observation and evaluation during an instructional period, does not apply to the Superintendent because the Superintendent is not teaching for instructional periods.

V. TERMINATION OF SUPERINTENDENT'S CONTRACT

Section 5.1 Expiration of Term. This Contract shall expire at the conclusion of the term set out above.

Section 5.2 Mutual Agreement. This Contract shall be terminated by the mutual agreement of the Superintendent and the Board in Writing, signed by both parties, upon such terms and conditions as may be mutually agreed upon.

In the event an agreement on termination of this is not reached, the School District will give notice by April 15, 2018 of the intent to consider the non-renewal of the Superintendent and such person shall be given all statutory rights including the right to a hearing.

Section 5.3 Disability. If the Superintendent is unable to perform the essential functions of the position of Superintendent of Schools because of illness, accident, or other disability for a period of more than two (2) consecutive months during the term of this Contract, the Board may take action to initiate consideration of cancelation of this Contract.

Section 5.4 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

Section 5.5 No Penalty for Release or Resignation. There shall be no penalty for the Superintendent's release or resignation from this Contract, provided, however, no resignation shall become effective until the expiration of the Contract unless it is accepted by the Board, which shall determine the date that the resignation shall take effect.

Section 5.6 Cancellation. The Board may cancel the Contract of the Superintendent only pursuant to the terms of Nebraska law dealing with cancellation of Contracts of certificated employees. In the event that the Board cancels this Contract, the Superintendent shall be afforded all the rights to which he may be entitled as set forth in the Board's policies and state law.

Section 5.7 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 annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Superintendent. The Superintendent shall be paid for accrued, but unused, vacation time. No other leave shall be compensable.

VI. MISCELLANEOUS

Section 6.1 Controlling Law. The parties shall be governed by all applicable Nebraska laws, federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

Section 6.2 Complete Agreement. This Contract constitutes the entire agreement between the parties hereto and cannot be modified or amended except by written agreement duly authorized and executed by

the Superintendent and the Board. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract.


Section 6.3 Severability. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 6.4 Acceptance. This offer shall expire unless signed and returned to the Board or its authorized representative by January 27, 2017.

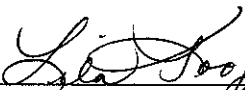
Section 6.5 Binding Effect. This Contract is binding on all successor Boards of the School District and said Contract may not be assigned or transferred in any manner by the Superintendent.

EXECUTED BY THE BOARD this 18th day of January, 2017.

SCHOOL DISTRICT 65-R, LINCOLN COUNTY,
NEBRASKA

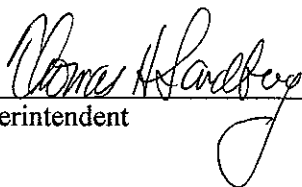
By: 

President, Board of Education

Attest: 

Secretary, Board of Education

EXECUTED BY THE SUPERINTENDENT this 25th day of January, 2017.



Superintendent