

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of the **Knox County School District 54-0576, a/k/a Wausa Public Schools**, hereinafter referred to as "the Board," and **Bradley Hoelsing** hereinafter referred to as "the Superintendent." This contract supersedes all prior employment agreements between the parties.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 21st day of December, 2015 the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Position and Full-Time Equivalency (FTE) and Probationary Certificated Employee Status: The Superintendent shall service as Superintendent of Schools and grade 9 through grade 12 Principal. The Superintendent position shall have a full time equivalency (FTE) of .6 FTE, and the Principal position shall have a full-time equivalency (FTE) of .4 FTE. The Superintendent shall be a probationary certificated employee pursuant to Neb. Rev Stat. § 79-828, R. R. S.

2. Term of Contract. This Contract is for a term of two (2) years beginning on the 1st day of July, 2016, and expiring on the 30th day of June, 2018. References in this Contract to "contract year" shall mean the period of July 1 to June 30. Each year of this agreement shall consist of 245 days of service. Extensions ("roll-overs") may occur as follows:

a. Superintendent's Notice of Intent to Extend. The Superintendent shall, between December 1 and December 31 each contract year, give the President of the Board a "Superintendent's Notice of Intent to Extend," which is a written notice that the Superintendent intends to extend the Contract for a period of one (1) year. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.

b. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall have until on or before February 16 in each contract year to give the Superintendent a "Notice of Intent to Not Extend," which is a written notice that the Board does not want to extend the Contract. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.

year.

c. Notice of Non-Renewal. The failure to extend does not automatically effect a non-renewal of the Contract. The deadline to give a notice of non-renewal is, by law, April 15th.

2. Salary. The Superintendent's total combined annual salary for the .6 FTE Superintendent position and the .4 Pre- Kindergarten through Grade 12 Principal for the 2016-2017 contract year shall be **One Hundred Fifteen Thousand Dollars (\$115,000)** and the annual salary 2017-2018 contract year for such positions shall be set by the Board in February 2017. The salary for the 2017-2018 contract year and shall not be less than the salary for the 2016-2017 contract year, in the absence of mutual agreement between the Board and the Superintendent.

The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

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

The Board 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 Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Leave Benefits.

Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

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is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be fifteen (15). Upon

(15). Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay at the time each unused vacation day first became available.

. Sick and Bereavement Leave.

The Superintendent shall be allowed the same amount of sick leave and bereavement leave days as provided in the negotia

ed in the negotiated agreement between the Wausa Education Association and the District

Carry-over and Accumulation of Sick and Bereavement Days.

Unused sick leave and bereavement leave days may not be carried over from one contract year to a succeeding contract year when the sick and bereavement days exceed the negotiated

the negotiated agreement between the Wausau Education Association and the District

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Holidays. The following days shall be holiday days and not working days:
July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.

. Log. The Superintendent shall prepare and present to the Board a protocol for

protocol for use in recording the Superintendent's vacation, sick and bereavement leave days, and he/she will report to the Board quarterly on his/her use of sick leave days and vacation days.

The Superintendent maintain a current log of used vacation, sick and bereavement leave days with the Superintendent's secretary and report to the Board.

B. Insurance. The

Superintendent shall be provided

B. Insurance. The Superintendent shall be provided group health insurance and dental insurance for which the Superintendent is qualified per the negotiated agreement between the District and the duly recognized collective bargaining agent for the teachers.

C. Section 125 Plan.

The Superintendent shall be permitted to participate in the District's Medical Reimbursement Plan for purposes of claiming qualifying health care and dependent care expenses.

D. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.

E. Transportation Expenses. The District shall provide the Superintendent with transportation required in the performance of his official duties. If the Superintendent must drive the Superintendent's personal vehicle because all school vehicles are in use, the District will pay the Superintendent for mileage incurred at the approved District rate. The Superintendent will prepare and present to the Board a protocol for his use in recording mileage, the purpose of the trip, and the date and time of the trip.

F. Other Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the performance of the Superintendent's duties under this Contract, including

performance of the Superintendent's duties under this Contract, including expenses for the Superintendent's professional growth through participation in professional meetings at the local, state and national level.

G. Indemnification.

The District shall defend, to the extent permitted by law, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in the Superintendent's individual capacity, or in the Superintendent's official capacity as agent and employee of the District. This obligation excludes litigation or other proceedings regarding criminal matters. It is limited to circumstances when the Superintendent was acting in good faith regarding a matter that arose while the Superintendent was acting within the scope of the Superintendent's employment and to matters in which Board has the authority to provide liability insurance coverage under state law.

In no case will individual board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceeding.

H. Other Benefits.

The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

4. Duties.

The Superintendent is employed by the District as the Superintendent at .6 FTE and Grade 9 through Grade 12 Principal at .4 FTE. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation and the Job Descriptions for each such position. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the

Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

The Superintendent shall reside in the Wausa School District.

5. Board-Superintendent Relationship. The Board shall have 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 Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

6. Evaluation of the Superintendent. The Board shall evaluate the performance of the Superintendent in writing at least once each contract year. This evaluation and assessment shall be related to the position description of Superintendent and may include goals and objectives of the District for the year in question. As a material provision of this Contract, the Superintendent shall be responsible for notifying the board members in writing at least 40 days prior to the deadline for an evaluation, reminding them of the Board's obligation to evaluate, and providing them with the required forms and/or any appropriate forms. The Board shall meet and discuss the evaluation process with the Superintendent, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

The Board and Superintendent shall meet at least once a year to evaluate the Superintendent's performance. The meeting will be held in closed session if such may be done in compliance with the Open Meetings Act, provided that the Superintendent does not request the meeting be held in open session. If the Board determines that the Superintendent's performance is unsatisfactory, it shall provide the Superintendent a written description of instances or areas of unsatisfactory performance. The evaluation should include recommendations for improvement in all areas that the Board deems the Superintendent's performance to be unsatisfactory. The Superintendent may respond to the evaluation in writing and the response shall become a permanent attachment to his personnel file. The Board shall meet with the Superintendent within thirty days of delivering the written evaluation to discuss it.

7. Contract

Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or Grade 9 through Grade 12 principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. 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 months remaining in the term of the Contract at the time termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be

the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the Superintendent's salary and benefits, and if such disability continues for a period of 180 days or is permanent, or of such nature as to make the Superintendent unable to perform an essential function of the Superintendent's position, the Board may cancel or non-renew this Contract.

Section 79-824 of the Nebraska statutes states: "Probationary certificated employees also means superintendents regardless of length of service." As a condition of serving as Superintendent, the Superintendent accepts the statutory status of being a probationary employee and relinquishes any claim to continued status as a permanent or tenured employee.

8. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent 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.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

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 remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. 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.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before **January 5th, 2016** shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed this 20th day of [December], 2015.</p> <hr/> <p>Bradley Hoelsing, Superintendent</p>	<p>Executed this 21st day of [December], 2015</p> <p>Board of Education of Knox County School District 54-0576, a/k/a Wausa Public Schools</p> <p>By:</p> <hr/> <p>President</p> <p>Attest:</p>
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Wausa Public Schools 1 of 5
Superintendent Contract 2016-2017 and 2017-2018