

Board of Education Regular Meeting
Monday, December 8, 2025 5:30 PM Central

Tekamah-Herman Public Schools
112 N 13th St
Tekamah, NE 68061

Chris Booth: Absent
Abby Mathistad: Present
Mandyn Pruess: Present
Mandyn Pruess: Present
Burt Rogers: Absent
Bill Skinner: Present
Sheryl Stansberry: Present

Present: 5, Absent: 2.

Chris Booth: Present

Present: 6, Absent: 1.

1. Call the meeting to order
2. Open Meetings Law
3. Roll Call
4. Consent Agenda
 - 4.1. Approval of Minutes
 - 4.2. Approval of General Fund Bills
 - 4.3. Approval of Board Member Absence
5. Treasurer's report
6. Recognition of Students and Staff
7. Recognition of Visitors/Public Comment
8. ACTION ITEMS
 - 8.1. Approve Susan Fowler as a substitute teacher
9. DISCUSSION ITEMS
 - 9.1. Facilities Use Discussion

10. Principal Reports
 - 10.1. Elementary Principal
 - 10.2. Secondary Principal
11. Board Reports
 - 11.1. Buildings, Grounds, and Transportation Committee Report
 - 11.2. Negotiations Committee
12. Superintendent Report
13. Next meeting date and time: Monday, January 12th, 2026 at 5:30 pm
14. Possible Executive Session: for the purpose of protecting the superintendent's reputation, evaluation, and contract. The scope of the discussion will be limited to these topics only.
15. Adjournment

Board of Education Regular Meeting
Monday, November 10, 2025 5:30 PM Central

Tekamah-Herman Public Schools
112 N 13th St
Tekamah, NE 68061

Chris Booth: Present
Abby Mathistad: Absent
Mandyn Pruess: Present
Burt Rogers: Present
Bill Skinner: Present
Sheryl Stansberry: Present
Present: 5, Absent: 1.

1. Call the meeting to order

2. Open Meetings Law

3. Roll Call

4. Consent Agenda

The motion to approve the consent agenda including the October 13th minutes and current claims as presented Passed with a motion by Sheryl Stansberry and a second by Burt Rogers.

Abby Mathistad: Absent, Chris Booth: Yea, Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea
Yea: 5, Nay: 0, Absent: 1

4.1. Approval of Minutes

4.2. Approval of General Fund Bills

4.3. Approval of Board Member Absence

5. Treasurer's report

Mr. Kjar reviewed the District's financial reports with the Board.

6. Recognition of Students and Staff

Mrs. Beck introduced the November students of the month and also congratulated our kitchen staff Sara, Jenny, and Lacey for doing an amazing job. We appreciate how hard they work at making lunch the student's best part of their day.

Mr. Heitz introduced Brock Paul as the Nebraska State JAG Vice President for the 2025-26 year. New members of the All-State choir are Brock Paul, Addison Stansberry, and Lily Willing. East Husker Conference Honor Choir members are Lean Christensen, Coraline Davis, Madalyn Davis, Cadence Heath, and Haylee Rempe. Members of FFA attended National FFA in Indianapolis, District Dairy Judging in Wayne, Leigh Invitational Livestock Judging, and District Land Judging.

7. Recognition of Visitors/Public Comment

There was no public comment.

8. ACTION ITEMS

8.1. Approve the school district audit for 2024-2025 fiscal year

The motion to approve the district audit for the 2024-2025 fiscal year as presented Passed with a motion by Burt Rogers and a second by Bill Skinner.

Abby Mathistad: Absent, Chris Booth: Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea

Yea: 5, Nay: 0, Absent: 1

Mr. Kjar reviewed the District's 2024-25 audit performed by Erickson & Brooks. The completed file has been distributed to all Board members via email. Also discussed was our District's historical receipts and expenditures per fund.

8.2. Approve the NTPPS Principal Evaluation instrument for the evaluation of administrators other than the superintendent

The motion to approve the NTPPS Principal Evaluation tool as presented for the evaluation of administrators other than the superintendent Passed with a motion by Chris Booth and a second by Sheryl Stansberry.

Abby Mathistad: Absent, Chris Booth: Yea, Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea

Yea: 5, Nay: 0, Absent: 1

9. DISCUSSION ITEMS

9.1. Discuss administrator evaluations and timelines

Mr. Kjar informed the Board that the Superintendent's review will be during the December Board meeting, Mrs. Beck's annual review will be during the January 2026 meeting, and Mrs. Heitz is still on track to be reviewed in January and June of 2026.

10. Principal and Activities Director Reports

10.1. Elementary Principal

Mrs. Beck reported the elementary's enrollment has remained the same since the last Board meeting. She informed the Board that she is in the process of certifying their new family puppy as a therapy dog for the next school year.

10.2. Secondary Principal

Mr. Heitz informed the Board of the upcoming Veteran's Day Program, hosting plans for Conference One-Act, and the details about CDL training that is offered to our students.

10.3. Activities Director Report

Mr. Klein presented the Board with a wrap-of the fall activities. Items reported were team participant counts, final records, awards and season highlights. Klein also reported that softball and track uniforms were purchased for the 2025-26 school year. He is in the process of purchasing football and girls wrestling singlets for the 2026-27 school year. Mr. Kjar thanked Taylor for all the things he does as our athletic director.

11. Board Reports

11.1. Negotiations Committee

The negotiations committee has met and reviewed the proposal submitted by the THEA. Member Booth appreciated the simple proposal submitted and looks forward to another year of working with the association.

11.2. Building, Grounds, and Transportation Committee

Mr. Kjar has been in touch with Carlson West Povondra. They are busy consulting with surveyors and engineers discussing the details of the stadium renovations and building as well as the elementary addition.

11.3. Americanism Committee

Mr. Vrbka, teacher in our social studies department gave a presentation to the Board prior to the regular monthly meeting. His presentation outlined LB79-724 and how our secondary social studies teachers are doing to meet those requirements regarding American Civics.

12. Superintendent Report

13. Next meeting date and time: Monday, December 8th, 2025 at 5:30 pm

14. Adjournment

The motion to adjourn meeting 6:08pm Passed with a motion by Chris Booth and a second by Bill Skinner.

Abby Mathistad: Absent, Chris Booth: Yea, Mandyn Pruess: Yea, Burt Rogers: Yea, Bill Skinner: Yea, Sheryl Stansberry: Yea

Yea: 5, Nay: 0, Absent: 1

Tekamah-Herman Public Schools
12/08/2025 3:34 PM

145450	11/13/2025	MENARDS	4,601.06
145451	12/08/2025	ACCESS SYSTEM LEASING	2,406.70
145452	12/08/2025	AMAZON CAPITAL SERVICES, INC	707.07
145453	12/08/2025	APPLE FINANCIAL SERVICES	509.59
145454	12/08/2025	AUL Special Pay Trust	12,892.05
145455	12/08/2025	BOMGAARS SUPPLY INC	626.19
145456	12/08/2025	BRANIFF SERVICE	731.84
145457	12/08/2025	BRUMMOND DISPOSAL LLC	415.00
145458	12/08/2025	BURT COUNTY INDEPENDENT	190.44
145459	12/08/2025	BURT COUNTY INDEPENDENT	50.00
145460	12/08/2025	BURT COUNTY TREASURER	64.50
145461	12/08/2025	CASS PLUMBING	256.55
145462	12/08/2025	CENTURYLINK	554.63
145463	12/08/2025	CITY OF TEKAMAH	762.00
145464	12/08/2025	CITY WIDE FACILITY SOLUTIONS	11,760.00
145465	12/08/2025	CRAIG RESOURCES INC, DBA CRAIG	2,958.78
145466	12/08/2025	DIETZ MUSIC HOUSE, INC	106.80
145467	12/08/2025	DIVERSIFIED DRUG TESTING	337.00
145468	12/08/2025	ERICKSON & BROOKS	19,600.00
145469	12/08/2025	ESU #2	115,451.71
145470	12/08/2025	BRI HANSEN	103.04
145471	12/08/2025	J.W. Pepper & Son, Inc.	304.43
145472	12/08/2025	JOHNSON FITNESS & WELLNESS	1,620.94
145473	12/08/2025	BRAD KJAR	74.29
145474	12/08/2025	JARED KRAUSE	238.00
145475	12/08/2025	RON KROEAKE	110.00
145476	12/08/2025	KSB SCHOOL LAW, PC LLO	1,116.50
145477	12/08/2025	BROOKE CHELEEN	1,783.40
145478	12/08/2025	HOLLY LOFTIS	190.40
145479	12/08/2025	MATHESON TRI-GAS, INC	187.45
145480	12/08/2025	ABBY MATHISTAD	166.60
145481	12/08/2025	MIDWEST CDL TRAINING, LLC	853.87
145482	12/08/2025	Midwest Service Co.	735.78
145483	12/08/2025	MOSYLE CORPORATION	11.25
145484	12/08/2025	NE COUNCIL SCHOOL ADMINISTRATO	905.00
145485	12/08/2025	NEBRASKA PUBLIC POWER	6,800.00
145486	12/08/2025	Pump Shop	285.00
145487	12/08/2025	RISE BROADBAND	110.19
145488	12/08/2025	RUTT'S MECHANICAL SERVICES	17,401.00
145489	12/08/2025	SAVEMORE MARKET	241.28
145490	12/08/2025	SCHOOL HEALTH	73.53
145491	12/08/2025	Security Equipment Inc.	3,376.00
145492	12/08/2025	TEACHER SYNERGY LLC	5.00
145493	12/08/2025	VERIZON WIRELESS	90.32
145494	12/08/2025	VESTIS	264.86
145495	12/08/2025	WALTER LYDICK	7,525.00
145496	12/08/2025	Washington County Clerk	195.61
145497	12/08/2025	WSC CAREER SERVICES	50.00
145498	12/08/2025	LISA ZABEL	175.00
	12/08/2025	CREXENDO	1,296.42
	12/08/2025	BRIDGET ABRAHAM	204.68
	12/08/2025	MANNI BELFRAGE	47.60
	12/08/2025	VANESSA BRAND	168.00
	12/08/2025	CARRIE BRANIFF	49.28
	12/08/2025	BRIDGETTE BRAYMEN	154.70
	12/08/2025	Abra Bridges	166.60
	12/08/2025	CARI BRODERSEN	166.60
	12/08/2025	ANDREA BROMM	89.60
	12/08/2025	JAMIE BRUMMOND	119.00
	12/08/2025	SARAH BRUSEGAARD	183.68
	12/08/2025	WES OR LISA BURT	142.80
	12/08/2025	SABINA CAMERON	119.00
	12/08/2025	JILL CONNEALY	166.60
	12/08/2025	ERIC OR CLARITY DEVNEY	261.80
	12/08/2025	KENDAL DORN	45.22
	12/08/2025	ROBERT & BREANNE EVASIC	126.14
	12/08/2025	ASHLEY FISHER	134.40
	12/08/2025	DEANNA GOODWIN	214.20
	12/08/2025	JOEL HAMAN	296.31
	12/08/2025	AMANDA HANSEN	78.54
	12/08/2025	CHELSEA HANSEN	111.86
	12/08/2025	JON HANSEN	121.38
	12/08/2025	LINDSEY HANSEN	95.20

12/08/2025	BUCK OR ALLIE HOIER	83.30
12/08/2025	KATHY HUESER	183.26
12/08/2025	CONNIE JARZYNSKA	105.00
12/08/2025	MACKENZIE KAHLANDT	223.72
12/08/2025	JAMES KELLY	166.60
12/08/2025	PAIGE KNAUSS	285.60
12/08/2025	KATIE LEICHLEITER	285.60
12/08/2025	BLAIR MAGILL	142.80
12/08/2025	MICHAELA MANN	119.00
12/08/2025	TIFFANY MARQUARDT	128.52
12/08/2025	LAURA MCELMURAY	88.06
12/08/2025	CARISSA OR ANDY OLIGMUELLER	33.32
12/08/2025	RYANN PAGELS	199.92
12/08/2025	JACOB OR TIFFANY PETTIT	214.20
12/08/2025	JENNIFER POTADLE	29.12
12/08/2025	BRITTANY RAY	147.56
12/08/2025	DANIELLE ROBERTS	126.14
12/08/2025	JESSICA SATORIE	95.20
12/08/2025	JODIE SCHUETT	157.08
12/08/2025	SHAUNA SELF	330.82
12/08/2025	AARON SNOW	95.20
12/08/2025	JILL SPENNER	190.40
12/08/2025	SEAN THIEMANN	197.54
12/08/2025	MICHELLE TOBIN	221.34
12/08/2025	ASHLEY TYSON	190.40
12/08/2025	ASHLEY WIMER	61.88
12/08/2025	HAILEY WOLF	302.26
12/08/2025	KILEY WORLEY	268.80
TOTAL		229,207.90

DEPRECIATION

1077	12/08/2025	BONINE GARAGE DOORS	755.00
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GENERAL FUND		
Oct-25		
CASH ON HAND	\$ 2,816,683.51	
GENERAL REIMBURSEMENT FUND	\$ 26,174.83	
PAY FLEX	\$ 18,482.18	
CASH BALANCE		\$ 2,861,340.52
BURT COUNTY TAXES	\$ 78,599.21	
WASHINGTON COUNTY TAXES	\$ 9,232.41	
LOCAL RECEIPTS	\$ 64.00	
COUNTY FINES AND FEES	\$ 7,306.83	
DISTANCE ED INCENTIVES	\$ 6,000.00	
HIGH ABILITY GRANT	\$ 2,922.00	
ESU2 RECEIPTS	\$ 1,244.38	
STATE AID	\$ 84,037.58	
INTEREST	\$ 2,658.91	
	T. REVENUE	\$ 192,065.32
		\$3,053,405.84
PAYROLL	\$ 648,075.56	
EXPENDITURES	\$ 273,845.11	
	T. EXPENDITURES	
		\$ 921,920.67
Ending Balance 10/31/2025		\$2,131,485.17
DEPRECIATION FUND		
Oct-25		
CASH ON HAND	\$ 202,721.36	
CASH BALANCE		\$ 202,721.36
TRANSFER		
INTEREST	\$ 420.06	\$ 420.06
	TOTAL REVENUE	\$203,141.42
EXPENDITURES	\$ 10,100.00	
	TOTAL EXPENDITURES	\$ 10,100.00
Ending Balance 10/31/2025		\$193,041.42
EMPLOYEE BENEFIT FUND		
Oct-25		
CASH ON HAND	\$ 48,600.25	
CASH BALANCE		\$ 48,600.25
INTEREST	\$ 103.19	
NON-REVENUE RECEIPTS (REFUND)		\$ 103.19

	TOTAL REVENUE	\$ 48,703.44
EXPENDITURES		
	TOTAL EXPENDITURES	\$ -
ENDING BALANCE 10/31/2025		\$48,703.44
ACTIVITY FUND		
Oct-25		
CASH ON HAND	\$ 136,953.75	
CASH BALANCE		\$ 136,953.75
DEPOSITS	\$ 23,030.60	
TRANSFER IN		
INTEREST	\$ 294.81	
		\$ 23,325.41
TOTAL REVENUE		\$160,279.16
EXPENDITURES	\$ 33,081.08	
	TOTAL EXPENDITURES	\$ 33,081.08
Ending Balance 10/31/2025		\$127,198.08
LUNCH FUND		
Oct-25		
CASH ON HAND	\$ 81,998.98	
CASH BALANCE		\$ 81,998.98
DEPOSITS	\$ 42,176.57	
INTEREST	\$ 194.80	
		\$ 42,371.37
	TOTAL REVENUE	\$ 124,370.35
PAYROLL	\$ 11,602.40	
EXPENDITURES	\$ 26,084.42	
		\$ 37,686.82
Ending Balance 10/31/2025		\$86,683.53
BOND FUND		
Oct-25		
CASH ON HAND	\$ 1,119,021.59	
CASH BALANCE		\$ 1,119,021.59
BURT COUNTY TAXES	\$ 9,631.67	

WASHINGTON COUNTY TAXES	\$	553.90	
INTEREST	\$	2,310.71	
			\$ 12,496.28
	TOTAL REVENUE		\$1,131,517.87
EXPENDITURES	\$	-	
	TOTAL EXPENDITURES	\$	-
Ending Balance 10/31/2025			\$1,131,517.87
BUILDING FUND			
Oct-25			
CASH ON HAND	\$	2,345,103.15	
CASH BALANCE			\$ 2,345,103.15
BURT COUNTY TAXES	\$	4,364.48	
WASHINGTON COUNTY TAXES	\$	244.06	
INTEREST	\$	3,859.10	
			\$ 8,467.64
	TOTAL REVENUE	\$	2,353,570.79
EXPENDITURES	\$	10,834.69	
	TOTAL EXPENDITURES	\$	10,834.69
Ending Balance 10/31/2025			\$ 2,342,736.10

Tekamah-Herman Board Meeting
Secondary Report

12/8/25

Staff and Student Recognition

- Fall Sports post-season honors
 - Volleyball
 - All-Conference 2nd Team: Emily Stansberry
 - Football
 - All-District: Parke Loftis and Roger Wright
 - All-District Honorable Mention: Hayden Meisenbach and Landon Miller
 - Softball
 - LJS and OWH All State Honorable mention: Ruby Booth, Lucy Jarzynka, Halle Olson, Layla Pruess
- Fine Arts honors
 - Choir
 - Nebraska Middle School Honor Choir: Taylor Brummond, Jersey Nathan, Mya Santiago
 - One-Act
 - EHC Outstanding Acting Performances: Brea Babbler, Simon Heitz, Addison Mills, Brock Paul, Emily Wiese
 - EHC Outstanding Tech. Crew Recognition: Lena Christensen, Alice Hightower, Tessa Jones, LilyAnn Willing
 - District Contest Outstanding Performances: Brea Babbler, Simon Heitz, Lindsey Hueser, Addison Mills, Brock Paul, Emily Wiese, Hunter Winkler

Principal's Report

- Student Leadership group
- Senior work release and Work-Based Learning
- State Principals Conference
- Early (mid-term) graduation: Bryson Anderson, Brea Babler, Miley Bergman, Sam Hart, Lindsey Hueser, Eli Jones, Jesse Vargas

Tekamah-Herman Board Meeting
Elementary Report

12/8/25

Staff and Student Recognition

- Students of the month for November were Paisleigh Bird, Briggs Hansen, Brody Wood, Sadie Pettit, Paola Barcenas, Hadley Braniff, Maddison Lamer, Ava Wimer, Bryghem Walton, Garrett Abraham, Heaven Leonard, Owen Burt, Lincoln Kellogg, Sterling Satorie, and Katelyn Cameron.
- The month of November was a busy month for our special educators, and I'm especially grateful to work with such a great group of educators! November was filled with several MDT, IEP, and department meetings. Kassie Blender, Payton Chmelka, Kylie Dirkschneider, and Morgan McCormick are simply some of the best teachers I've ever worked with, and we are so lucky to have them on our team!

Principal's Report

- Our current enrollment is 290. There were a few students who moved out, and two additional students we anticipate moving out for second semester.
- This year Mackenzie Kahlandt and myself are participating in some professional development for literacy instruction that includes instructional coaching. This professional learning is provided by NDE, and is part of the larger grant-funded Nebraska Literacy Project organized by NDE. [Additional information on the plan can be found here.](#)

Tekamah-Herman Board Meeting
Elementary Report

12/8/25

Staff and Student Recognition

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2025 - 2026 Superintendent Total Compensation Array									
School	Base Salary	Additional Compensation	Benefits	Experience	Education Level	NEP Enrollment	Teachers	Total Compensation	Rank
Cedar Bluffs	\$175,000.00		\$65,940.00	26	EDS	469	38	\$240,940.00	1
Bancroft-Rosalie	\$175,925.00	\$545.00	\$58,320.00	44	PHD	294	29	\$234,790.00	2
Arlington	\$165,547.00		\$56,516.00	11	PHD	709	59	\$222,063.00	3
Pender	\$159,500.00	\$6,010.00	\$56,510.00	23	PHD	423	35	\$222,020.00	4
West Point	\$161,500.00		\$59,086.00	32	EDS	722	64	\$220,586.00	5
Oakland Craig	\$162,450.00		\$53,461.00	17	EDS	405	37	\$215,911.00	6
Logan View	\$153,313.00		\$55,950.00	26	EDS	609	46	\$209,263.00	7
Tekamah-Herman	\$154,000.00		\$54,735.00	23	EDS	518	48	\$208,735.00	8
Lyons-Decatur	\$163,155.00		\$39,342.00	20	EDS	305	27	\$202,497.00	9
Ft. Calhoun	\$152,009.00	\$2,700.00	\$43,106.00	32	MA+	848	50	\$197,815.00	10
				25		530	43		
Array Average:	\$162,239.90	\$3,085.00	\$54,296.60			Array Average		\$217,462.00	
102%	\$165,484.70					102% of Midpoint		\$221,811.24	
100%	\$162,239.90					100% of Midpoint		\$217,462.00	
98%	\$158,995.10					98% of Midpoint		\$213,112.76	
	Impact of a % base salary increase								
		Salary	Extra Duty	Cash in lieu	Fica	Retirement	BC Ins	Life Ins	Total Compensation
Current Year	25-26	\$154,000.00			\$11,781.00	\$15,211.81	\$28,820.00	\$120.00	\$209,932.81
	3.0%	\$158,620.00			\$12,134.43	\$15,668.17	\$28,820.00	\$120.00	\$215,362.60
	3.5%	\$159,390.00			\$12,193.34	\$15,744.23	\$28,820.00	\$120.00	\$216,267.56
	4.0%	\$160,160.00			\$12,252.24	\$15,820.28	\$28,820.00	\$120.00	\$217,172.52
	4.5%	\$160,930.00			\$12,311.15	\$15,896.34	\$28,820.00	\$120.00	\$218,077.49
	5.0%	\$161,700.00			\$12,370.05	\$15,972.40	\$28,820.00	\$120.00	\$218,982.45

**SUPERINTENDENT'S CONTRACT
OF EMPLOYMENT**

It is hereby agreed by and between the Board of Education of the Tekamah-Herman School District No. 1, located in Burt County in the State of Nebraska, hereinafter referred to as "The Board", and **Bradley Kjar**, hereinafter referred to as "The Superintendent".

WITNESSETH: That the Board in accordance with its action as found in the minutes of the meeting held on the **13th** day of **January, 2025**, has and does employ as Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions.

Section 1. TERM OF CONTRACT. The Superintendent shall be employed for a period of two years, beginning on the first day of July, **2025**, and expiring on the 30th day of June, **2027**. References to "contract year" shall mean the period from July 1st through June 30th. The Superintendent's generally expected working days shall consist of all days Monday through Friday, but generally not Saturdays and Sundays and any holidays or leave days listed in Section 11. However, the Superintendent will work all days necessary to complete the Superintendent's duties, even if those are weekend days or holidays. The Superintendent shall keep complete and accurate records of working days and shall provide the Board of Education with a report of the accumulated working days on a monthly basis as part of the Superintendent's Report to the Board.

✓
1/17/25

Section 2. SALARY. The annual salary for the position shall be **\$154,000.00** during the first school year of employment under this Contract and shall be payable in 12 equal installments. The annual salary in the second year of employment under this Contract shall be that amount, as adopted by the Board, and that salary shall be payable in the second year of the Contract in the same number of equal payments. These salaries shall not be reduced during the term of this Contract, except for just and sufficient cause as authorized by law. The salary check will be issued on the 19th of the month.

Section 3. DEDUCTIONS. This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 4. PROFESSIONAL STATUS. The Superintendent hereby affirms that he is not under contract with another School Board or Board of Education covering any part of or all of the same term provided in this Contract. The Superintendent further affirms that throughout the term of this Contract he will hold a valid Nebraska Administrative and Supervisory Certificate with Superintendent endorsement to act as a Superintendent of Schools in the State of Nebraska, which certificate shall be registered in the office of the Superintendent of Schools in Burt County, Tekamah, NE as required by law.

Section 5. SUPERINTENDENT'S DUTIES. The duties of the Superintendent shall be as prescribed in the BOARD OF EDUCATION POLICY MANUAL which duties are incorporated by reference into this Contract as if set forth verbatim herein. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may act as a consultant, may accept speaking engagements, undertake writing, lecturing, or other professional duties and obligations.

Section 6. 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 parties agree, individually and collectively, not to interfere with or usurp the duties or responsibility of the other party. The Board, individually and collectively, will promptly refer all criticisms, complaints and suggestions called to its attention, to the Superintendent for action, study and/or recommendation, as appropriate.

Section 7. DISCHARGE. During the term of the Contract, in the event the Superintendent violates any provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to, (a) becoming legally disqualified to administer in the state of Nebraska; (b) participation in any fraud; (c) causing any intentional damage to property; (d) conviction of a felony; (e) becoming physically or mentally disabled; (f) insubordination; (g) neglect of duty; (h) immorality; (i) incompetency; (j) chemical dependency; or (k) unprofessional conduct and other conduct which interferes substantially with the continued performance of duties, then the Superintendent may be discharged, provided that the Superintendent has been given the cause or causes for discharge in writing and has been given an opportunity for and due notice of a hearing before the Board prior to official action taken. Nothing contained herein shall prevent the suspension of the Superintendent, with pay, from his/her duties during the pendency of such proceedings.

Section 8. DISABILITY. Should the Superintendent be unable to perform his duties by reason of illness, accident or other disability beyond his 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 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 Superintendent under any insurance coverage furnished by the District.

Section 9. TRANSPORTATION. The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the State established rate.

Section 10. EXPENSE REIMBURSEMENT. The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500.00 or more.

Section 11. ANNUAL VACATION AND SICK LEAVE. The Superintendent shall have twenty (20) vacation days for the initial contract year which the Superintendent may use at times the Superintendent chooses so long as the absence does not interfere with the proper performance of the Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the initial contract year, the Board shall give the Superintendent the number of vacation days necessary to restore the total to twenty (20) days. For example, if the Superintendent uses 12 days of vacation one year, the Board will provide the Superintendent with 12 days the following year to bring the total vacation days back to 20. The Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Superintendent to use vacation days and shall compensate the Superintendent for unused vacation days upon the conclusion of employment at a rate of \$100.00 per day. The Superintendent shall be entitled to 10 working days of sick leave during each year accumulative to 45 days. Any days accumulated above this amount and not used during any contract year will be paid at the rate of

\$25.00 per day and added to the June check. For the purpose of this section, the term "working days" shall not include any Saturday, Sunday or legal and school holidays.

Section 12. HOLIDAYS. The Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. The Superintendent shall receive annually two additional "floating" paid holidays to be used at the Superintendent's discretion.

Section 13. RESIDENCE/DOMICILE IN THE DISTRICT. The Superintendent shall establish domicile and principal residence within the boundaries of the District as they exist on the first duty day under the terms of this contract; and, the Superintendent shall maintain domicile and residence within the boundaries of the District during the term of this Contract, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the District; (3) to be involved in school and community activities bringing the Superintendent in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which the Superintendent is the educational leader.

Section 14. PROFESSIONAL DEVELOPMENT. The Board may require the Superintendent to continue his/her professional development and to participate in relevant learning experiences. The Superintendent may, therefore, with the approval of the Board, attend appropriate professional meetings at local, state, regional, and national levels. Valid expenses of such required attendance shall be borne by the District.

Section 15. FRINGE BENEFITS. The Superintendent shall receive personal benefits that may be determined by the Board, as follows: Full Family Blue Cross Blue Shield Health Insurance and Dental, Income Protection to cover health insurance and salary, monthly travel expenses, NCSA/Professional Dues, Life Insurance - \$75,000 Term Life, Expense Account of \$599.00.

Section 16. 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 salary paid, but not earned, prior to the date of termination of this Contract, shall be refunded by the Superintendent. He shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 17. **RENEWAL OF CONTRACT AFTER CONTRACT EXPIRATION DATE.** The Secretary of the Board shall, not later than the 15th day of January, notify the Superintendent in writing of the Board's intention not to renew this two-year contract. Failure to so notify the Superintendent shall result in an automatic renewal of this Contract for a period of one year from and after the Contract expiration date provided in Section 1 of this Contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

Section 18. **EVALUATION.** The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make his evaluation an agenda item for the regular **December** board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 19. **LEGAL ACTIONS.** The Board will support the Superintendent if there is a legal dispute caused by him carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 20. **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 21. **AMENDMENTS TO BE IN WRITING.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 22. 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.

Executed by the Board this 13th day of **January, 2025**.

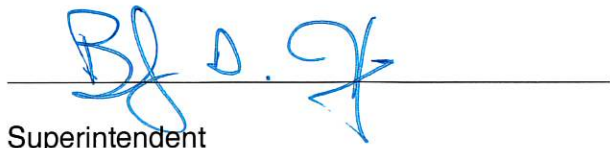
A handwritten signature in black ink, appearing to read "Mandym Piness", written over a horizontal line.

President, Board of Education

A handwritten signature in black ink, appearing to read "Heidi Sundberg", written over a horizontal line.

Secretary, Board of Education

Executed by the Superintendent this 13th day of **January, 2025**.

A handwritten signature in blue ink, appearing to be an initial or stylized name, written over a horizontal line.

Superintendent

Copies: (1) Original, school file

(2) Carbon, Administrator