

**NIORARA PUBLIC SCHOOLS**  
**SUPERINTENDENT**  
**ELEMENTARY PRINCIPAL CONTRACT**

It is hereby agreed by and between the Board of Education of the Niobrara Public School District No. 54-0501 located in Knox County in the State of Nebraska, (hereinafter called the Board) and **Margaret Sandoz** (hereinafter called the Superintendent) that the Board has and does hereby employ **Margaret Sandoz** as Superintendent and Elementary Principal (hereinafter called the Superintendent), for the period of **July 1, 2016-June 30<sup>th</sup>, 2017**. Both parties agree that the employee shall perform the duties of the Superintendent in and for the public schools in the district as prescribed by the laws of the State of Nebraska and by the written policies, rules and regulations made hereunder by the Board of the district.

1. In consideration of a salary of \$118,223.00 and of further considerations hereinafter the Superintendent agrees to perform faithfully the duties of Superintendent and serve as chief Executive officer and chief Administrative head of the school system. The annual salary shall be paid in equal installments in accordance with the policies of the Board governing payment of other professional staff members of the district. The Board retains the right to adjust the annual salary upward during the term of this contract, as an amendment, without such adjustment constituting a new or amended contract or extending the term of this contract.

2. During the term of this contract the Superintendent may be discharged, in the event he/she violates any provision of this agreement, or performs any act 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; or (e) general neglect of the business of the school. The board shall not act arbitrarily or capriciously in calling for discharge of the Superintendent and under no circumstances shall a discharge be effective unless the Superintendent has been given the cause or causes for discharge in writing and has been given due notice of and an opportunity for a hearing before the Board. During this hearing evidence in support of the cause for discharge shall be presented and the Superintendent shall be afforded a reasonable opportunity to present evidence in his behalf prior to official action being taken. Nothing contained herein shall present the suspension of the Superintendent, with pay, from his/her duties during the pendency of such proceedings.

3. Throughout the term of this contract the Superintendent shall devote his/her time, skill, labor, and attention to the position for which he/she is herein employed, provided, however, that the Superintendent may, with the permission of a majority of the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional activities.

4. The Superintendent is authorized to organize, reorganize, and arrange the administrative and supervisory staff with the concurrence of the Board. The administration of instruction and business affairs shall be lodged with the Superintendent. The responsibility for the selection, placement and transfer of personnel shall be with the Superintendent with approval of the Board. The Board or its individual members shall refer all criticisms, complaints, and suggestions to the Superintendent for study and recommendation.

5. Should the Superintendent be unable to perform any or all of his/her duties by reason of illness, accident, or other disability beyond his/her control, and such disability exists for a period of more than his/her accumulated sick leave during any school year, the Board may in its discretion make a proportionate deduction from the salary stipulated herein. If, in the opinion of the Board, such disability is permanent, irreparable, or of such nature as will make the performance of the Superintendent's duties impossible, the Board, may in its discretion, terminate this agreement, whereupon the respective duties, rights and obligations of both parties shall be terminated.

6. The Board shall provide the Superintendent with transportation required in the performance of his/her official duties during the term of his/her employment or shall reimburse him/her for such mileage at the current IRS rate.

7. The Superintendent shall be allowed 20 days of vacation leave annually in addition to following the school calendar scheduled days off, exclusive of legal holidays and shall be entitled to 9 days of sick leave annually accumulated to 60 days, plus 3 personal days and 2 professional days as per the Master Contract.

8. This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties to this contract. This contract shall be deemed to have been entered into subject to all provisions of the Laws of the State of Nebraska.

9. 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 the local, state, regional, and national levels. Valid expenses of required attendance shall be borne by the district.

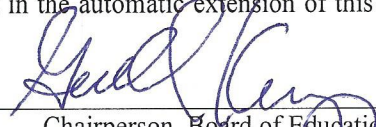
10. The Superintendent shall receive personal benefits accorded to other professional employees of the district and, such other benefits that may be determined by the Board.

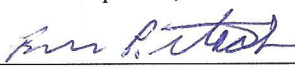
11. There shall be no penalty for release or resignation by the Superintendent from this contract; provided no resignation shall become effective until the close of the contract period unless accepted by the Board of Education of the District and the Board shall fix the time at which the resignation is to take effect.

12. The Superintendent hereby affirms that he/she is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this agreement. The Superintendent further affirms that at the beginning of the term of this contract he/she holds or will hold a NEBRASKA ADMINISTRATIVE AND SUPERVISORY CERTIFICATE valid for the position of Superintendent of Schools, which is or will be in full force and effect for the period covered by this contract.

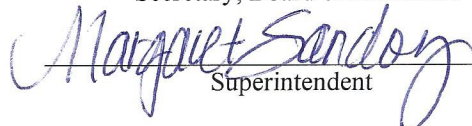
13. Failure to notify the Superintendent in writing, not later than 5 months prior to the expiration of this contract of the Board's intention not to renew this contract, shall result in the automatic extension of this contract for one year.

Executed this 9<sup>th</sup> day of May, 2016

  
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Chairperson, Board of Education

  
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Secretary, Board of Education

Executed this 9<sup>th</sup> day of May, 2016

  
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Superintendent