

## **Board of Education Regular Meeting**

Central Office, Wauneta Attendance Center  
PO Box 368  
Wauneta, NE 69045

Monday, February 14, 2022 6:00 PM

Hondo Fanning: Present

John Jutten: Present

Laurie Maris: Present

Aaron McKinney: Present

Allison Sandman: Present

Marty Wheeler: Present

### I. Call to Order

opened at 603

#### I.1. Pledge of Allegiance

The Pledge of Allegiance was recited.

#### I.2. Posting Verification

maris and fanning verified

#### I.3. Open Meeting Act Notice

#### I.4. Mission Statement

### II. Roll Call

### III. Amendments to the Agenda/Approval of the Proposed Agenda

### IV. Recognition of Visitors/Public Comments

V. Action Items

V.1. Approval and Signing of 1/11/2022 Regular Meeting Minutes & 2/3/2022 Working Meeting Minutes

To approve and sign the minutes from 1/11/2022 regular meeting and 2/3/2022 working meeting Passed with a motion by Laurie Maris and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.2. Approval of District Expenditures and Monthly Budget Reports

To approve the district expenditures of Payroll: \$311,511.75, Accounts Payable: \$116,838.54, for a TOTAL: \$428,350.29 and approve the district budget reports as presented Passed with a motion by Laurie Maris and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.3. Approve 2022 HSA Employer Contribution

To approve the 2022 HSA Employer Contributions Passed with a motion by Hondo Fanning and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.4. Approve 2022 NASB and NRCSA Membership

To approve our annual membership to NASB and NRCSA Passed with a motion by John Jutten and a second by Laurie Maris.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.5. Accept Resignation of Mr. Gaston

To accept Mr. Gaston's resignation effective end of 2021-2022 school year and thank him for his years of service to our district Passed with a motion by Aaron McKinney and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.6. Approval of Principal Contract

To approve hiring for Mr. Mike Sorenson for 2022-2023 school year Passed with a motion by Laurie Maris and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### V.7. Approval of Superintendent Contract

To approve extending Mr. Geier's superintendent contract for two years with annual salary of \$143,000 for 2022-2023 and \$145,000 for 2023-2024 Passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### VI. Policy Review

#### VII. Administrative Reports

##### VII.1. Superintendent Report

Mr. Geier shared that DCS girls has forfeited the rest of their season and therefore no game tomorrow. Wallace plays Paxton in Wallace tomorrow. We will host on Thursday night for subdistrict finals. Substate will be played on 2/25/2022. Mr. Gaston attend district wrestling in Bridgeport, Conner Bryner and Cody Holmes qualified for state in Omaha. RPAC Speech is next Wednesday in Curtis. March 15, 2022, will be CIP/External Visitation. Barry Shafer of Arthur County will lead the external visitation leader. Last Friday, Frecks met with the schools external visitation team. Geier updated the board on his discussion with Wilkins and BD Construction about changing some floor plan changes. Geier shared additional budget info for Carl Dietz. Geier shared that the church has back taxes owed.

##### VII.2. Principal Report

Lilly Dinnel qualified for Regional Spelling Bee in Omaha. Friday morning assemblies happen opening with the Pledge or National Anthem, the mission statement, read a positive book, recognize students of the month, draw for Bronco Bucks and have lunch with Mr. Frecks. We get them pumped up for their spelling, reading and other assessments that happen on Friday.

Gaston shared NAEP assessment happened last Wednesday with 8th graders. FFA had 5 members interview for their state degrees. FFA week is next week and Miss Engel is working through those. Gaston shared information about the truancy meeting and program with Chase County.

##### VII.3. Activities Report

Boys subdistrict begin next week more than likely will play Monday in Benkelman. Girls & Boys State basketball tournaments will be held March 7-12th in Lincoln.

##### VII.4. ESU 15 Report

Sandman shared information from ESU 15-16 Board workshop held on 2/2/2022.

VII.5. NASB Report

Budget & Finance Workshop March 23 in Ogallala

NAEP Convention March 29-30 in Grand Island

Building Effective Board Meetings for your District & Community April 13 in Kearney

VIII. Executive Session

VIII.1. To Enter into Executive Session

VIII.2. Return to Open Session

IX. Next Regular Meeting

Monday March 14, 2022 at 6 MT/7 CT in Wauneta

X. Adjourn

Sandman adjourned meeting at 7:11 pm MT.

## **Wauneta-Palisade Schools Board of Education Regular Meeting Minutes**

The Board of Education for the District of Chase County School District #15-0536 a/k/a Wauneta-Palisade Public Schools was convened in open, public session for a Regular Meeting at 6:10 PM Mountain on January 11, 2022, in the Central Office, Wauneta Attendance Center, 214 W Wichita, PO Box 368, Wauneta, NE 69045, by President Sandman.

Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of the meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

### **Announcement of Open Meetings Act Posting**

At the beginning of the meeting, President Sandman announced and informed the public that a current copy of the Open Meeting Act is permanently posted in the meeting room on a laminated poster, accessible to members of the public.

### **Mission Statement**

Inspiring our Youth, Expecting Results Everyday

I. Call to Order. President Sandman called the meeting to order at 6:10 pm MT.

I.1. Pledge of Allegiance. The Pledge of Allegiance was recited.

I.2. Open Meeting Act

I.3. Mission Statement

II. Roll Call. Present Board Members: Hondo Fanning, John Jutten, Laurie Maris, Aaron McKinney, and Allison Sandman. Marty Wheeler arrived at 6:13 pm MT.

III. Adjourn Sine Die for Annual Board Reorganization

To adjourn sine die for annual reorganization of board passed with a motion by John Jutten and a second by Laurie Maris.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Absent

IV. Nominations for President, Vice President, Secretary and Treasurer

To nominate Allison Sandman as President, Laurie Maris as Vice President, Marty Wheeler as Secretary and John Jutten as Treasurer passed with a motion by John Jutten and a second by Laurie Maris.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea

#### V. Appoint Recording Secretary

To appoint Marj Rundback as recording secretary passed with a motion by Laurie Maris and a second by Hondo Fanning.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Absent

#### VI. Staff Presentations

Betsty Johanson, Guidance Counselor, presented to the Board what her role is throughout the entire school ranging from PK through 12th grade. Her responsibilities include guiding all students towards graduating and becoming productive citizens. She works with students to communicate, work with others, being good listeners, becoming good citizens, and character-building skills etc. Johanson shared a couple of specific examples of activities that are shared in the classroom. Freck shared that our teachers are thankful for Johanson's collaboration when issues arise in the classroom.

#### VII. Recognition of Visitors/Public Comments

Tom Pantera of Wauneta addressed the Board about the book policy cautioning the Board to not ban books. Monica McKinney of Wauneta read a letter written by Stephanie Malcom of Palisade about the book review policy and cautioned the Board to not ban books. Vanessa Fanning of Wauneta addressed the Board about reasons to ban books and why a policy is needed to review the books that are ordered. Mick Majors of Wauneta addressed the Board about the content of books and why they shouldn't be in our school libraries and contested the purpose of the Building Fund. Ariel Fanning of Wauneta addressed the Board by sharing her own personal experience with her children and helping guide them when issues arise and asked that the Board should not remove books from the library. Monica McKinney of Wauneta addressed the Board by sharing her own personal experience with her daughter and why books are so important to help teach her own children when issues arise. She also shared that she has open discussion with her children when they bring a book home from the school library and this allows for great discussion between, she and her children.

#### VIII. Amendments to the Agenda/Approval of the Proposed Agenda

To amend the agenda to add amending school calendar and accepting lawn care estimate to action items passed with a motion by John Jutten and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### IX. Action Items

IX.1. Approval and Signing of 12/13/2021 Regular Meeting Minutes and 12/20/2021 Special Meeting Minutes

To approve and sign the minutes from the 12/13/2021 regular meeting and the 12/20/2021 special meeting minutes passed with a motion by Laurie Maris and a second by Marty Wheeler.  
Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### IX.2. Approve the Monthly District Expenditures and Budget Reports

To approve the District Budget Reports as presented and District Expenditures of Payroll: \$281,801.01 Accounts Payable: \$94,735.17 for a Total: \$376,536.18 passed with a motion by Hondo Fanning and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### IX.3. Appoint 2022 Standing Committees

2022 Committees:

Transportation: Wheeler, Jutten, McKinney

Negotiations: Sandman, Jutten, Maris

Budget: Maris, Sandman

Building/Grounds: Wheeler, McKinney, Fanning

Personnel: Sandman, Maris, Wheeler

Policy: Sandman, Fanning

Instruction/Americanism: Maris, Sandman

#### IX.4. Annual District Designation of Official Publication, Financial Institution, and Legal Counsel

To designate Imperial Republican as the official publication, Sandhills State Bank as the official depository, and Perry Law Firm as the official legal counsel passed with a motion by John Jutten and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### IX.5. Amend School Calendar

To amend the 2021-2022 School Calendar for no elementary school and professional development for teachers on February 2, 2022 to allow WP to host the Spelling Bee passed with a motion by Laurie Maris and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### IX.7. Accept Lawn Care Estimate

To accept the lawn care estimate from Pankonin Ag Services for 2022 with discount for total of \$5843.64 passed with a motion by Hondo Fanning and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

## IX.8. Discuss Full Board Policy Manual Review

To allow Perry Law Firm to review our entire policy book passed with a motion by Laurie Maris and a second by Hondo Fanning.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

## IX.9. 2021 Superintendent Evaluation

To accept the 2021 Superintendent Evaluation passed with a motion by John Jutten and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

## X. Policy Review

### X.1. Policy 6301--Instruction

To waive the second oral reading and approve the adoption of Policy 6301--Instruction Selection and Review Policy passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

## XI. Administrative Reports

XI.1. Superintendent Report. Geier shared that NASA district meeting tomorrow in Holdrege, Thursday LB1184 meeting, RPAC Supt meeting next week

XI.2. Principal Report. Frecks shared it is nice to be back in school, 2022 is off to a great start. Spelling Bee 2/1 1st through 8th grade will allow middle school to compete. This will include Chase County middle school and allow a Chase County spelling bee as well. RPAC BB tourney begins 1/22/2022 and WP hosts 1/24 & 1/25 RPAC BB Quarter Finals.

Geier expressed his appreciate for our schools cooks and all they do. He also thanked Mr. Kennicutt for everything he does to keep things running smoothly.

Gaston shared that Quiz Bowl competes tomorrow, FFA students will travel to John Deere career day tomorrow, JH BB today and Thursday, HS BB Friday and Saturday.

XI.3. ESU 15 Report. Sandman shared 1/19/2022 in Trenton at 6:30 pm MT.

XI.4. NASB Report. Upcoming Legislative conference on 1/30-1/31 in Lincoln. Presidents Retreat 1/23-1/24 in Kearney.

## XII. Executive Session

### XII.1. Enter Into Executive Session

To enter into executive session for purpose of superintendent salary at 7:23 pm MT passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

XII.2. Return to Open Session

To return to open session 8:10 pm MT passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

XIII. Next Regular Meeting

District Goals Planning Session 2/3/2022 at the Wauneta Attendance Center Library

Regular Meeting on 2/14/2022 at 6 pm MT at the Wauneta Attendance Center Conference Room.

XIV. Adjourn. Sandman adjourned the meeting at 8:18 pm MT.

Respectfully submitted,  
Marj Rundback,  
Board Secretary

Dated this January 11, 2022  
Chase County School District #536  
a/k/a Wauneta-Palisade Public Schools

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Board Secretary Board President

## **Wauneta-Palisade Schools Board of Education Working Meeting Minutes**

The Board of Education for the District of Chase County School District #15-0536 a/k/a Wauneta-Palisade Public Schools was convened in open, public session for a Working Meeting at 8:01 AM Mountain on February 3, 2022, in the Library, Wauneta Attendance Center, PO Box 368, Wauneta, NE 69045, by President Sandman.

Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of the meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

### **Announcement of Open Meetings Act Posting**

At the beginning of the meeting, President Sandman announced and informed the public that a current copy of the Open Meeting Act is permanently posted in the meeting room on a laminated poster, accessible to members of the public.

### **Mission Statement**

Inspiring our Youth, Expecting Results Everyday

I. Call to Order. Sandman called the meeting to order at 8:01 am MT.

I.1. Pledge of Allegiance. The Pledge of Allegiance was recited.

I.2. Open Meeting Act Notice

I.3. Mission Statement

II. Roll Call. Present Board Members: Hondo Fanning, John Jutten, Laurie Maris, Aaron McKinney, Allison Sandman, Marty Wheeler.

III. Amendments to the Agenda/Approval of the Proposed Agenda. None

IV. Discussion Items

IV.1. Building Review Presentation

Carl Dietz of First National Capital Markets shared the annual financial report summary, salary & benefit comparison, nutrition fund comparison, and NEP data comparison. 2019-2020 data was shared. Our school operates fairly efficiently within our peer groups. Jacob Sertich of Wilkens shared the focus of their project has been on Wauneta campus, worked on four options for committee to review and end goal to move all students to Wauneta. Mark Lewis of BD

shared the timeline for a potential project and potential costs. Tobin Buchanan of First National Capital Markets shared the financial aspects of this potential project. School can lease purchase for up to 7 years. The maximum amount our school could potential conservatively afford 2.5% of current evaluation 12.5 cent would generate 3M lease purchase for new construction. QCPUF is another financial tool to use to fund air quality and security upgrades.

#### IV.2. Transportation Report

Gaston shared that moving everyone to one location that we could eliminate a shuttle bus and possibly 1-2 suburban routes. 26 kids commute from Palisade and 55 kids from Wauneta. 15 kids on routes from Palisade. 37 kids on routes from Wauneta.

V. Next Regular Meeting. February 14, 2022 at 6 MT/7 CT in Wauneta

VI. Adjourn. Sandman adjourned the meeting at 10:29 MT.

Respectfully submitted,  
Marj Rundback,  
Recording Board Secretary

Dated this February 3, 2022  
Chase County School District #536  
a/k/a Wauneta-Palisade Public Schools

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Board Secretary Board President

**WAUNETA-PALISADE SCHOOLS  
CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT**

THIS CONTRACT is made by and between the Board of Education of the **Chase County School District 15-0536, a/k/a Wauneta-Palisade Public Schools**, hereinafter referred to as “the Board,” and **Randy Geier**, 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 14th day of February, 2022, 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. Term of Contract.** This Contract is for a term of two (2) year beginning on the 1st day of July, 2022, and expiring on the 30th day of June, 2024 (the “Initial Term”), unless extended in one (1) year increments under the terms of this section (an “Extended Term”). A “contract year” for purposes of this Contract shall be from July 1 to June 30. Extensions (“roll- overs”) may occur as follows:

- a Superintendent’s Notice of Intent to Not Extend. In the Initial Term, the Superintendent shall, between December 15, 2023 and January 15, 2024, 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 an Extended Term, the Superintendent’s Notice of Intent to Extend shall be given between October 15<sup>th</sup> and December 1st. 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, in the Initial Term, have until on or before February 1, 2024 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. The Board shall have until on or before December 31<sup>st</sup> in an Extended Term to give a Notice of Intent to Not Extend. 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.
- 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 April 15<sup>th</sup>.

**2. Salary.** The annual salary for the first year shall be: **One Hundred Forty-Three Thousand Dollars (\$143,000.00)**. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District. This annual amount will cover the Initial Term of July 1, 2022 to June 30, 2023. The annual salary for the second year shall be: **One Hundred Forty-Five Thousand Dollars (\$145,000.00)**. This annual amount will cover the Extended Term of July 1, 2023 to June 30, 2024. This said contract covers a period of two years.

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 District, acting by and through its Board of Education, 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 District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, 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.
1. Vacation. The Superintendent shall be allowed 20 working days of vacation leave during each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
  2. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. There is no reimbursement of unused vacation leave. Any unused vacation days at the end of a contract year are forfeited. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
  3. Sick Leave. The Superintendent shall be allowed 10 working days of sick leave each contract year.
  4. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 50 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 50, and

then only to the extent necessary to restore the total number of available sick leave days to the maximum of 50 days.

5. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day.
  6. Log. The Superintendent shall maintain a current log of used vacation and sick leave days with the Superintendent's secretary. The Leave Log shall be presented to the Board at least quarterly.
- B. Health and Dental Insurance. The District shall pay for and provide the Superintendent with health and dental insurance for which the Superintendent is qualified under the District's group insurance plan.
  - C. Long Term Disability Insurance. The District shall pay for and provide the Superintendent with long term disability insurance under the District's group insurance plan.
  - 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 reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel.
  - F. Indemnification. The District shall, to the extent permitted by law, defend, 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 the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.
  - G. 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 as the Superintendent for the District. 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 for such positions. 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.

**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 Superintendent shall be evaluated twice during the first contract year and once during each Extended Term, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

**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 secondary principal or elementary 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 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, 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 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 salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

**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 shall not be 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. If a release or resignation by the Superintendent occurs during the midst of a term year of this contract, pay shall be pro-rated to the twelve month period and the time elapsed at the date of the release or resignation.

**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.

**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 October 1, 2020 shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed this ____ day of _____, 2022.</p> <p>_____</p> <p>Randy Geier, Superintendent</p>	<p>Executed this 14th day of February, 2022</p> <p>Board of Education of Chase County School District 15-0536, a/k/a Wauneta-Palisade Public Schools</p> <p>By: _____</p> <p>Allison Sandman, President</p> <p>Attest: _____</p> <p>Marty Wheeler, Secretary</p>
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# Principal Report

## School Board Meeting 2-14-22

- 100th day of school in late January



- Spelling Bee- Lilly Dinnel will represent Chase County at the regional Spelling Bee in Omaha on February 26th



- Valentines to nursing home



- Friday morning assembly in Palisade