

Board of Education Regular Meeting

Isanti Community School -Dakota Conference  
Room

Monday, December 13, 2021 @ 5:30 PM  
Central

## Isanti Community School

Sherri Henry: Present

Stacy Johnson: Present

Steve Moose: Absent

Don Pike: Absent

LindaRae Starlin: Present

Dewayne Wabasha: Present

Present: 4, Absent: 2.

Anita LaPointe: Present

Present: 5, Absent: 2.

Anita LaPointe joined meeting at 6:25pm.

### I. CALL THE MEETING TO ORDER - ROLL CALL

**Absent:** Steve Moose, Don Pike, **Present:** Sherri Henry, Stacy Johnson, LindaRae Starlin, Dewayne Wabasha. Present: 4, Absent: 2.

It was moved by Sherri Henry and seconded by Dewayne Wabasha to excuse absence of Steve Moose.

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 4, Nay: 0, Absent: 2

I.A. Board Member resignation

It was moved by Dewayne Wabasha and seconded by Sherri Henry to approve resignation as a board member from Don Pike.

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 4, Nay: 0, Absent: 2

I.B. Appointment of Board member

It was moved by Sherri Henry and seconded by Dewayne Wabasha to appoint Anita LaPointe as new board member to fill the position vacated by Don Pike.

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 4, Nay: 0, Absent: 2

II. BUSINESS AFFAIRS - CONSENT AGENDA

**Present:** Anita LaPointe. Present: 5, Absent: 2. Anita LaPointe joined meeting at 6:25pm.

It was moved by Sherri Henry and seconded by Dewayne Wabasha to approve the Consent Agenda as presented.

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, Anita LaPointe: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 2

II.A. Approve minutes of the November 3, 2021 meeting of the whole and regular board meeting

II.B. Treasurer Report

II.C. Outstanding Payables

III. ACTION ITEMS

III.A. INCREASE IN SUB PAY FOR TEACHERS

It was moved by Stacy Johnson and seconded by Sherri Henry to to approve the raising of compensation for teacher's covering classes from \$10/ period to \$25/period..

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, Anita LaPointe: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 2

III.B. Approve Services for Marisa Cummings Consultant

It was moved by Dewayne Wabasha and seconded by Anita LaPointe to approve Marisa Cummings consulting services for \$2,000.

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, Anita LaPointe: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 2

III.B.1. Tuition Assistance for Teacher's in Transition To Education Program paying Out of State Tuition.

It was moved by Stacy Johnson and seconded by Sherri Henry to approve the policy to give tuition assistance to teachers who are enrolled in the transition to education program paying out of state tuition..

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, Anita LaPointe: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 2

III.C. Administrative Contract for Jessica Crossman

It was moved by Stacy Johnson and seconded by Sherri Henry to approve administrative contract for Jessica Crossman as Special Education Director as presented..

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, Anita LaPointe: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 2

III.D. Approve Contract with Sterling for Fortinet Coterm firewall support

It was moved by Sherri Henry and seconded by Stacy Johnson to approve contract with Sterling for firewall support for \$8,019.40.

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, Anita LaPointe: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 2

IV. Executive Closed Session to discuss negotiating strategies with the Isanti Teacher's Union

It was moved by Sherri Henry and seconded by Stacy Johnson to go into an executive session to discuss negotiating strategies with the Isanti Teacher's Union.

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea, Anita LaPointe: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 2

It was moved by Sherri Henry and seconded by Stacy Johnson to come out of executive at 7:04pm.

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea,  
Anita LaPointe: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 2

V. ADJOURN

It was moved by Stacy Johnson and seconded by Sherri Henry to adjourn at 7:05.

Roll call vote: Passed

Steve Moose: Absent, Don Pike: Absent, Sherri Henry: Yea, Stacy Johnson: Yea,  
Anita LaPointe: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 2

**2004  
Oath of Office**

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I, ....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**Isanti Community School**

Sherri Henry: Present

Stacy Johnson: Present

Steve Moose: Present

Don Pike: Present

LindaRae Starlin: Present

Dewayne Wabasha: Present

Present: 6.

I. CALL THE MEETING TO ORDER - ROLL CALL

**Present:** Sherri Henry, Stacy Johnson, Steve Moose, Don Pike, LindaRae Starlin, Dewayne Wabasha. Present: 6.

II. PUBLIC COMMENT ON AGENDA ITEMS

Speaker. Topic

Leah Thomas. Redwing Thomas

Redwing Thomas. Redwing Thomas

Desirae Desnomie. Redwing Thomas

Terri Grant. Redwing Thomas

Thelma Thomas. Redwing Thomas

Joyce Thomas. Redwing Thomas

Ron Thomas. Redwing Thomas

Linda Whipple. Redwing Thomas

Kristine Flyinghawk. Redwing Thomas  
Lizzie Swalley. Redwing Thomas

II.A. There will be a 3 minute time limit for each speaker and a total time limit of 30 minutes.

### III. BUSINESS AFFAIRS - CONSENT AGENDA

It was moved by Don Pike and seconded by Stacy Johnson  
to approve the Consent Agenda as presented.

Roll call vote: Passed

Sherri Henry: Yea, Stacy Johnson: Yea, Steve Moose: Yea,  
Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha:  
Yea

Yea: 6, Nay: 0

III.A. Approve minutes of the October 4, 2021 Meeting of the  
Whole and Regular Board meeting

III.B. Approve the review of the following policies without  
changes:

1001 General Policy Statement

1002 Creation, Amendment, and Distribution of Board of  
Education Policies

1003 Mission Statement

2001 role of the Board of Education

2003 Development and Education of the Board Members

2004 Oath of Office

2006 Complaint Procedure

III.C. Approve Policy 2007 Reimbursement and Miscellaneous Expenditures with changes and additions

III.D. Outstanding Payables

IV. ACTION ITEMS

IV.A. Resignation of Redwing Thomas

It was moved by Stacy Johnson and seconded by Dewayne Wabasha to to accept the resignation of Redwing Thomas.

Roll call vote: Failed

Sherri Henry: Nay, Stacy Johnson: Nay, Steve Moose: Nay, Don Pike: Nay, LindaRae Starlin: Nay, Dewayne Wabasha: Nay

Yea: 0, Nay: 6

IV.B. Authorized signatories for Farmers and Merchant state bank

It was moved by Stacy Johnson and seconded by LindaRae Starlin to to authorize Sherri Henry as a signer for the Farmers and Merchants State Bank and to remove Lizzie Swalley.

Roll call vote: Passed

Sherri Henry: Yea, Stacy Johnson: Yea, Steve Moose: Yea,  
Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha:  
Yea  
Yea: 6, Nay: 0

## V. ADJOURN

It was moved by Stacy Johnson and seconded by LindaRae  
Starlin to to adjourn at 5:56 PM.

Roll call vote: Passed

Sherri Henry: Yea, Stacy Johnson: Yea, Steve Moose: Yea,  
Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha:  
Yea  
Yea: 6, Nay: 0

Ordering Vendor	Invoice Amount
ACT Research Services	\$308.00
Amplified IT	\$299.00
Apple Computer Inc.	\$20,580.00
Bazile Creek Power Sports	\$606.53
Blick Art Materials	\$198.83
Bluegrass Playgrounds Inc.	\$34,832.00
Cash-Wa Distributing	\$31,465.07
CCS Presentation	\$21,276.48
CDW-G Government Inc	\$594.43
Century Business Products Inc	\$946.09
CEV Multimedia, LTD and iCEV	\$1,950.00
Chartwells	\$72.00
CHS	\$7,386.94
Clarks Rental Inc	\$410.00
Crazy Crow Trading Post	\$18.90
Dakota Computing	\$1,575.86
Doug Sorensen	\$357.50
Eakes Office Plus	\$53.64
Eakes Office Plus	\$518.27
Eakes Office Plus	\$75.12
Eakes Office Plus	\$360.99
Ecolab Pest Elimination	\$163.11
Educational Service Unit #1	\$165.00
Educational Service Unit #7	\$25.00
eSpark Learning	\$1,190.00
Fairfield Inn & Suites	\$689.75
Farmers & Merchants State Bank	\$240.00
Great Plains Communications	\$681.82
Guardian Security Services	\$9,742.40
Hefner Hardware	\$866.96
Hefner, Dawn	\$162.40
Hometown Leasing	\$144.75
KSB School Law	\$4,929.56
Larrys Heating And Cooling	\$186.38
Menards - Norfolk Location	\$268.30
Menards-Yankton	\$2,397.26
Nagel, Cindy	\$217.28
National Business Furniture	\$6,196.33
North Central Public Power	\$3,429.68
Northeast Community College	\$48.00
Oetken, Emily T	\$69.44

Ohiya Casino & Bingo	\$1,588.41
One Source	\$34.00
Pearson Education	\$292.50
Pike, Melvin	\$14.86
PowerSchool2	\$4,430.23
Protex Systems Inc	\$812.00
Purchase Power	\$164.06
Quill Corporation	\$1,290.72
Quill Corporation	\$1,303.71
Rasmussen Mechanical Services	\$13,693.37
SafeRack	\$2,355.00
SANTANDER LEASING LLC	\$9,793.56
Santee Grocery	\$1,488.62
Santee Utility Commission	\$2,240.00
School Health Corporation	\$1,709.00
School Health Corporation	\$100.89
Signature Sewer Pumping	\$600.00
Snowdon, Mary	\$15.06
Tangeman Plumbing	\$2,307.94
Tessier Sheet Metal Works	\$112.50
Texas Computer Education Association	\$399.00
Victors Service	\$250.06
Weaver Leather	\$596.97
Wells Fargo Vendor Fin Serv	\$399.87
Winnelson	\$3,206.36
WM Krotter Co of Spencer LLC	\$331.89

**POLICY 4029.1**  
**TUITION ASSISTANCE FOR STAFF MEMBERS IN THE TRANSITION TO EDUCATION PROGRAM**  
**PAYING OUT OF STATE TUITION**

**Purpose of Policy:**

At times it is necessary for the school district to hire teachers who do not qualify for a Standard Nebraska Teaching Certificate. The school district may hire a teacher with education in the subject area of need and the teacher must then become part of the transition of education program. If the teacher is living out of state they are required to pay out of state tuition, which becomes a financial hardship on the teacher.

**School District Commitment:**

If a teacher is part of Nebraska's transition to teaching education program and is living out of state, and being required to pay out-of-state tuition, the school district will pay the difference between the out-of-state tuition and the in-state tuition.

**Teacher requirement:**

A contract with the following requirements will be signed by the teacher and Superintendent

1. The school district will pay the difference in out-of-state tuition and in-state tuition as long as the teacher is in the transition to education program, and until the teacher receive his/her initial Nebraska Teaching Certificate.
2. During the time the teacher is receiving tuition assistance they will not move horizontally on the salary schedule.
3. If the teacher leaves the district before completing the Transition to Education program, willingly and not due to termination or a Reduction of Force, the teacher will repay all tuition assistance given to them by the district, which funds will be deducted from their remaining paychecks.
4. Once the teacher completes the Transition to Education Program, and receives their initial certificate, they will be required to work in the district for at least three (3) more years. If the teacher leaves the district willingly, not due to termination or Reduction of Force, before the completion of the three years, they will be required to repay all tuition assistance if full. These funds will be deducted from the remaining teacher's paychecks.

Adopted \_\_\_\_\_

Revised \_\_\_\_\_

Reviewed \_\_\_\_\_

**SPECIAL EDUCATION DIRECTOR'S CONTRACT OF EMPLOYMENT**  
**Isanti COMMUNITY SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Santee Community Schools**, legally known as **Knox County School District 54-0505** and referred to as "the Board" and "the School District" respectively, and **Jessica Crossman** referred to herein as "the Special Education Director". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Special Education Director, and the Special Education Director agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Special Education Director shall be employed for a period beginning on December 20, 2021, and expiring on June 30, 2022. References to "contract year" shall mean the period from December 20<sup>th</sup> through June 30<sup>th</sup> and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 10.

**Section 2. Renewal of Contract.** Unless the Superintendent recommends the nonrenewal, termination, amendment, and/or cancellation of this contract, the contract will automatically renew for a period of **one contract year**, as defined in Section 1, from and after the expiration date provided in Section 1 of this contract.

**Section 3. Salary \$46,152.47 Step 1 Column 225 Days** The Special Education Director's salary for the contract year shall be determined by the administrative salary schedule which shall be paid in 13 equal monthly installments beginning in the month of December 2021. The Board shall not reduce the Special Education Director's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. 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 Special Education Director authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Special Education Director or the value of property or money entrusted to the Special Education Director or owed by the Special Education Director to the District during the course of or as a result of the Special Education Director's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Special Education Director and Board may agree.

**Section 5. Professional Status.** The Special Education Director affirms that she is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, Special Education Director will hold a valid and appropriate certificate to act as a Special Education Director in the State of Nebraska which she will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Special Education Director for any

service performed prior to the date that she registers her certificate. The Special Education Director represents that: (1) all information she provided in connection with her application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, she will advise the Board immediately; (2) she has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) she has not had any professional licenses or certificates suspended or revoked.

**Section 6. Special Education Director's Duties.** The Special Education Director's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Special Education Director agrees to devote her time, skill, labor and attention to her duties throughout the contract term. The Special Education Director shall be subject to the direction and control of the Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns. By agreement with the Superintendent, the Special Education Director may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out her duties and obligations to the school district.

**Section 7. Nonrenewal, Termination, Cancellation or Mid-Term Amendment.** Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may nonrenew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Special Education Director's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Special Education Director's continued performance of her duties; (m) any arrest, criminal charge, or criminal conviction of Special Education Director or the failure to report the same; (n) any filing against the Special Education Director under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances,

or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician.

**Section 8. Disability.** If the Special Education Director is unable to perform her duties by reason of illness, accident or other disability beyond her control, and the disability continues for a period of more than 30 days or if the disability is permanent, irreparable, or of such a nature as to make performance of her duties impossible, the Board may initiate action to cancel 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 Special Education Director under any insurance coverage furnished by the district.

**Section 9. Transportation.** The Board shall provide the Special Education Director with transportation or reimburse her or her for mileage required in the performance of her official duties at the rate approved by the Board.

**Section 10. Fringe Benefits.** The Board shall provide the Special Education Director with the following fringe benefits:

- a. Health Insurance.** Family health insurance that is provided to certificated staff through the District's health insurance carrier.
- b. Dental Insurance.** Family dental insurance that is available to certificated staff through the District's health insurance carrier.
- c. Life Insurance.** Term life insurance with a total death benefit of Ten-Thousand Dollars (\$10,000) with the option to purchase an additional coverage.
- d. Sick Leave.** The Special Education Director shall be entitled to 10 days of sick leave per year which may accumulate to a total of 30 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Special Education Director qualifies for disability pay under a long-term disability policy, she shall be required to take the disability pay instead of sick leave pay. The Special Education Director shall keep complete and accurate records of her sick days. The Special Education Director shall not be compensated for unused days of sick leave upon the ending of her employment with the District.
- e. Disability Insurance.** The Special Education Director shall purchase long-term disability insurance from the school district's carrier at her own expense. The Board will increase her salary by the amount of the premium cost.
- f. Vacation.** The Special Education Director shall have twenty-five (8) vacation days for the 2021-2022 contract year which she may use at times she chooses so long as the absence does not interfere with the proper performance of her duties. Any extended vacation period while school is in session will require advance approval by the Superintendent, and all parties will cooperate in arranging vacation time so as to cause the least

inconvenience to the normal operation of the District. Upon the commencement of any subsequent contract term, the Board shall give the Special Education Director the number of days necessary to restore the total to twenty-five (25) days. For example, if she uses 12 days of vacation one year, the board will provide her with 12 days the following year to bring her total to 25 days. The Special Education Director shall record all vacation days through the use of the school's attendance program. The Special Education Director shall apply for vacation days before they are used, except in an emergency. The Board or Superintendent may require the Special Education Director to use vacation days.

- g. Professional Development.** The Special Education Director is expected to continue her professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, she may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Special Education Director attends a national convention and does not return following the initial year of employment as Special Education Director, the Special Education Director agrees to repay the District in full for national convention expenses paid by the District.
- h. Professional Dues.** The school district will pay the annual dues for the Special Education Director's membership in the following organizations: Nebraska Council of School Administrators.
- i. Physical Examination.** The Special Education Director may voluntarily undergo a physical examination. The Special Education Director agrees that she will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$50 of the cost of such physical examination and physician's reports which are not paid for by the Special Education Director's insurance coverage shall be paid by the District.
- j. Bereavement Leave.** The Special Education Director shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Special Education Director will be allowed up to 4 days of paid bereavement leave per year.
- k. Holidays.** The Special Education Director shall receive the following paid holidays: New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Day before Thanksgiving, Thanksgiving Day, Christmas Eve, Christmas Day, and Day of Reembrace. Any other "holidays" identified in

the staff handbook; shall apply. The Special Education Director shall receive annually 3 additional "floating" paid holidays to be used at the Special Education Director's discretion.

- I. **Expense Reimbursement.** The Board shall pay or reimburse the Special Education Director 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 Special Education Director shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$150.00 or more.

**Section 11. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Special Education Director from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 12. Compensation Upon Termination and Credit for Accrued Vacation.** 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 12 months in the annual salary period in which termination occurs. The Special Education Director shall refund any portion of the salary she was paid but had not earned prior to the date of termination of this contract. This shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

**Section 13. Evaluation.** The Superintendent shall evaluate the Special Education Director as required by state statute. The Special Education Director agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Special Education Director's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Special Education Director agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

**Section 14. Legal Actions.** The Board will support the Special Education Director if there is a legal dispute caused by her carrying out her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Special Education Director as a result of her performance of her duties or her position as Special Education Director of the district, the Board will provide her with a legal defense to the maximum extent permitted by law so long as she acted in good faith and in a manner which she 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 her conduct was unlawful.

**Section 15. Physical or Mental Examination.** The Special Education Director agrees that, at the request of the Board or Superintendent, she will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Special Education Director is able to perform the "essential functions" of her position.

**Section 16. 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 contact.

**Section 17. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Special Education Director and the Board.

**Section 18. Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
Superintendent

**Executed by the Special Education Director this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
Special Education Director

Base	\$75,895		
Daily factor	\$410		
Contract Days	235		225
Experience			
1	\$96,407		\$92,305
2	\$99,781		\$95,535
3	\$103,274		\$98,879
4	\$106,888		\$102,340
5	\$110,629		\$105,922
6	\$114,501		\$109,629
7	\$118,509		\$113,466
8	\$122,657		\$117,437
9	\$126,950		\$121,548



SALES QUOTATION

Quote No. Q-00433146
Ref. No. Santee - Fortinet Coterm (FG3H0E5819901931)

Date 12/1/2021
Exp. Date 12/31/2021

Sterling Account Manager

Angie Sexton
303 Centennial Dr
North Sioux City, SD 57049
P: (605) 242-4037
F: (605) 242-4001
angie.sexton@sterling.com

Customer Information

Santee Public School
Ruth Bathke
Niobrara, NE 68760-7213
P: (402) 857-2741
rbathke@santeeschools.org

Table with 4 columns: Terms (Prepayment), FOB (Destination), Contract (Open Market), Lead Time (60 Days ARO)

Main table with 9 columns: Line No., QTY, Part Number, Description, Serial Number(s), POP Start Date, POP End Date, Unit Price, Extension. Contains one line item for UTM Protection.

TOTAL \$ 8,019.40

Quotation Comments

Ask your Sterling Account Manager about our Imaging and Asset Tagging Services.

CAGE: 06AP0 | DUNS: 938836541
TIN: 95-4634907 | F-23 12/09x