

Rescheduled Board of Education Regular Meeting

Isanti Community School -Dakota Conference Room

Monday, August 9, 2021 @ 5:30 PM Central

Isanti Community School

Stacy Johnson: Present

Steve Moose: Present

Don Pike: Present

LindaRae Starlin: Present

Lizzie Swalley: Absent

Dewayne Wabasha: Present

Present: 5, Absent: 1.

I. CALL THE MEETING TO ORDER - ROLL CALL

Absent: Lizzie Swalley, **Present:** Stacy Johnson, Steve Moose, Don Pike, LindaRae Starlin, Dewayne Wabasha. Present: 5, Absent: 1.

II. PUBLIC COMMENT ON AGENDA ITEMS

III. BUSINESS AFFAIRS - CONSENT AGENDA

It was moved by Don Pike and seconded by Dewayne Wabasha to to approve consent agenda as presented..

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

III.A. Approve minutes of the July 12, 2021 rescheduled regular board meeting and July 24, 2021 Special Budget Workshop Meeting.

III.B. Treasurer Report

III.C. Outstanding Payables

III.D. Approve the resignation of Irene Graves

III.E. Approve the hiring of:
Kent Adelung BA + 5 Full-time Sub

IV. REPORTS

IV.A. Superintendent

IV.A.1. Progress Plan Update

IV.A.2. Principal

IV.B. Committee Reports

V. ACTION ITEMS

V.A. **Agreement between Santee Sioux Nation through its Society of Care program (SSN), Morningstar Counseling and Consultation, PC (MCC) and Isanti Community School.**

It was moved by LindaRae Starlin and seconded by Don Pike to to approve the attached agreement between the Santee Sioux Nation through its Society of Care program (SSN), Morningstar Counseling and Consultation, PC (MCC) and Isanti Community School..

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

V.B. School Nurse Aid

It was moved by Dewayne Wabasha and seconded by Don Pike to to approve a full-time position for a school nurse aid/assistant.

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

V.C. Lives in the Balance Training

It was moved by Don Pike and seconded by Stacy Johnson to approve the expenditure of \$9,000 for Lives in the Balance Training for 10 staff members.

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

V.D. Policy 2002 Organization of the Board

It was moved by Don Pike and seconded by Stacy Johnson to to review the policy.

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

V.E. Policy 5001.1 Procedure for excessive absenteeism

There was no action take on this agenda item at this time.

V.F. Drug Testing Policy

There was no action taken on this agenda item at this time.

V.G. American Fencing

It was moved by Stacy Johnson and seconded by Don Pike to to approve the quote from American fencing for \$12,771 to erect fencing around the propane tanks..

Roll call vote: Passed

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

Yea: 5, Nay: 0

V.H. National Indian Education Conference

There was no action taken on this agenda item at this time

V.I. Murals

No action at this time on Murals.

V.J. Classified Salary Schedule

It was moved by Dewayne Wabasha and seconded by Stacy Johnson to to approve salary schedule as presented.

Roll call vote: Passed

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

Yea: 5, Nay: 0

VI. DISCUSSION ITEMS

VIA. Principal Contracts

VII. COMING EVENTS

VIII. ADJOURN

It was moved by Stacy Johnson and seconded by LindaRae Starlin to adjourn at 6:23 PM.

Roll call vote: Tabled

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

Yea: 5, Nay: 0

Board of Education Rescheduled Regular Meeting

Isanti Community School -Dakota Conference Room

Monday, July 12, 2021 @ 6:34 PM Central

Isanti Community School

Stacy Johnson: Present

Steve Moose: Present

Don Pike: Present

LindaRae Starlin: Present

Lizzie Swalley: Absent

Dewayne Wabasha: Present

Present: 5, Absent: 1.

I. CALL THE MEETING TO ORDER - ROLL CALL

Absent: Lizzie Swalley, **Present:** Stacy Johnson, Steve Moose, Don Pike, LindaRae Starlin, Dewayne Wabasha. Present: 5, Absent: 1.

II. Board Member absence

It was moved by Don Pike and seconded by Stacy Johnson to not excuse Lizzy Swalley from the board meeting..

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

III. BOARD COMMENTS

Don Pike recommended we look at having a full time school nurse, was decided to have as an agenda item next month
There was discussion on the teacherage and how one staff member had done significant damage and if we recieved money to cover the damages.

IV. PUBLIC COMMENT ON AGENDA ITEMS

None

V. 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

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 5, Nay: 0, Absent: 1

V.A. Approve minutes of the June 7, 2021 regular board meeting

V.B. Treasurer Report

V.C. Outstanding Payables

V.D. Approve the hiring of Jordan Foos Science Teacher.

V.E. Approve the hiring of Miles Thomas as an elementary teacher BA Step 1

V.F. Approve the resignation of Kim Nelson

VI. REPORTS

VI.A. Superintendent

VI.A.1. Progress Plan Update

VI.A.2. Principal

VI.B. Committee Reports

VII. ACTION ITEMS

VII.A. STAFF HANDBOOK

It was moved by Stacy Johnson and seconded by Dewayne Wabasha to to approve staff handbook as presented.

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

VII.B. STUDENT HANDBOOK

Approve handbook with notation there would be changes in attendance policy at next board meeting

It was moved by Stacy Johnson and seconded by Don Pike to to approve student handbook as presented.

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne

Wabasha: Yea

Yea: 5, Nay: 0, Absent: 1

VII.C. Desirae Desnomie

It was moved by LindaRae Starlin and seconded by Dewayne Wabasha to to hire Desirae Desnomie as a First Responder paid of the teacher salary scheduel BA Step 1.

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Nay, Don Pike: Nay, Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne

Wabasha: Yea

Yea: 3, Nay: 2, Absent: 1

Stacy Johnson: Nay, Don Pike: Nay

VII.D. Bluegrass Playgrounds, equipment for Early Childhood Playground \$9,700.00.

It was moved by Stacy Johnson and seconded by Dewayne Wabasha to to approve the purchase of Early Childhood Playground equipment from Bluegrass Playgrounds for \$9,700..

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 5, Nay: 0, Absent: 1

VII.E. Policy 3001 Budget and Property Tax Request

It was moved by Stacy Johnson and seconded by Dewayne Wabasha to to approve Policy 3001 Budget and Property Tax Request with changes as presented..

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 5, Nay: 0, Absent: 1

VII.F. Board Policies

5054 Bullying Prevention Policy

4043 Professional boundaries between employees and students

5001 Compulsory Attendance and Excessive absenteeism

5018 Parent Involvement in Education Practices

It was moved by Dewayne Wabasha and seconded by LindaRae Starlin to to approve policies 5054 Bullying Prevention Policy 4043 Professional boundaries between employees and students 5001 Compulsory Attendance and Excessive absenteeism 5018 Parent Involvement in Education Practices as presented without changes.

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 5, Nay: 0, Absent: 1

VII.G. Mask Mandate

Board President Steve Moose removed agenda item, as this is addressed in the Staff Handbook

VII.H. Blinds for new addition

It was moved by Stacy Johnson and seconded by Don Pike to to approve the quote for \$7,921.97 from Mozak's Floors and more for blinds for new addition.

Roll call vote: Passed

Lizzie Swalley: Absent, Stacy Johnson: Yea, Steve Moose: Yea, Don Pike: Yea, LindaRae Starlin: Yea, Dewayne Wabasha: Yea
Yea: 5, Nay: 0, Absent: 1

VIII. DISCUSSION ITEMS

IX. COMING EVENTS

Budget Board Retreat Lincoln Embassy Suites July 24th 9:00 AM

X. ADJOURN

It was moved by Stacy Johnson and seconded by Dewayne Wabasha to to adjourn the meeting at 7:21 PM.

Roll call vote: Passed

Lizzie Swalley: Absent, Don Pike: Nay, Stacy Johnson: Yea,
Steve Moose: Yea, LindaRae Starlin: Yea, Dewayne

Wabasha: Yea

Yea: 4, Nay: 1, Absent: 1

Don Pike: Nay

Board of Education Special Meeting

Santee Community School-Dakota Conference
Room

Saturday, July 24, 2021 @ 8:00 AM Central

Isanti Community School

I. CALL THE MEETING TO ORDER - ROLL CALL

II. BUDGET WORK SESSION - DISCUSSION

III. ADJOURN

Due Date	Payment Vendor	Invoice(s)	Invoice Total
Santee Community Schools			
Vendor Invoice Report			
07/30/2021	Hefner, Dawn	July Mileage Reimbursement	\$311.14
07/30/2021	AC Sprinkler Systems of Yankton	Spring 2021	\$550.00
07/30/2021	Adler, Wade A	LaVista mileage	\$221.20
07/30/2021	Blue Cross Blue Shield	August Coverage	\$69,691.29
07/30/2021	Bathke, Sara	Sixpence Supplies	\$22.15
07/30/2021	Century Business Products Inc	575414	\$506.81
07/30/2021	Crofton Journal	54859	\$28.51
07/30/2021	Cash-Wa Distributing	12987340;12995127	\$5,648.41
07/30/2021	Ecolab Pest Elimination	4908167	\$163.11
07/30/2021	EMC Insurance Companies	B-16960175	\$9,763.00
07/30/2021	ESU Coordinating Council	COOP001704	\$351.00
07/30/2021	Educational Service Unit #1	M-170	\$180.00
07/30/2021	Follett Software Co	14416377	\$1,060.35
07/30/2021	B & D Securities LLC	Expand intercom in new addition	\$3,659.42
07/30/2021	Great Plains Communications	1748;	\$5,810.00
07/30/2021	Hefner Hardware	035544/1	\$703.99
07/30/2021	Hefner Hardware	035350/1	\$187.12
07/30/2021	Hefner Hardware	035624/1	\$173.00
07/30/2021	Hefner Hardware	035634/1	\$173.00
07/30/2021	Hefner Hardware	033539/1	\$6,120.00
07/30/2021	Hefner Hardware	035445/1	\$681.47
07/30/2021	Inland Truck Parts and Service	IN-0925793 and IN-0919420	\$735.25
07/30/2021	Kuchar Electric	7191	\$781.64
07/30/2021	Kuchar Electric	7216	\$130.00
07/30/2021	Kuchar Electric	7223	\$261.66
07/30/2021	Kuchar Electric	7224	\$64.66
07/30/2021	Kuchar Electric	7225	\$178.16
07/30/2021	Lakeview	Feb - May Statements	\$1,580.21
07/30/2021	Mastercard Service Center	July charges	\$2,023.95
07/30/2021	NE Association Of School Board	Business Office Dues	\$105.00
07/30/2021	National Business Furniture	ZK138469-BOC	\$4,698.21
07/30/2021	National Indian Impacted Schools Association	NIISA Dues	\$1,500.00
07/30/2021	North Central Public Power	#2 and Facility Charges	\$4,852.08
07/30/2021	Ohiya Casino & Bingo	W. Crawford	\$104.00
07/30/2021	Pease General Store	July Statement	\$25.96

07/30/2021	Prochaska & Associates, Inc.	4409	\$19.14
07/30/2021	Quill Corporation	17929240;17880181;17865783	\$1,726.59
07/30/2021	Quill Corporation	17858200;17847234;17844521;17897	\$3,729.45
07/30/2021	Quill Corporation	17775345	\$207.41
07/30/2021	Quill Corporation	18242050 18242083 18207361	\$407.86
07/30/2021	Quill Corporation	18207412	\$419.96
07/30/2021	Quill Corporation	18207411	\$439.96
07/30/2021	Quill Corporation	18207	\$419.96
07/30/2021	Quill Corporation	18207794	\$269.93
07/30/2021	Ray's Midbell Music	10579008	\$1,023.00
07/30/2021	SPOTIFY USA Inc.	CUIS095697	\$249.00
07/30/2021	Santee Utility Commission	23029;23106;23105	\$1,120.00
07/30/2021	Special Ts And More	9128;9154;9181	\$4,359.50
07/30/2021	SANTANDER LEASING LLC	2655588	\$4,896.78
07/30/2021	TFH (USA) Ltd	28712	\$7,711.00
07/30/2021	School Specialty Supply	208127706837	\$411.80
07/30/2021	Victors Service	June Charges	\$75.93
07/30/2021	Wells Fargo Vendor Fin Serv	5016061056	\$249.57
07/30/2021	Tangeman Plumbing	654	\$268.00
07/30/2021	Menards-Yankton	88569	\$372.97
07/30/2021	Menards-Yankton	88568	\$24.97
[Cycle Name]: "FY20-21", [Invoice Status]: Starts With new; Created On: 7/30/2021 4:09:22 PM			
			\$151,767.80

SERVICE AGREEMENT

The parties to this Agreement are the Santee Sioux Nation through its Society of Care program (SSN), Morningstar Counseling and Consultation, PC (MCC) and Isanti Community School.

1. SCOPE OF SERVICE

The Society of Care Agreements direct behavioral health services from Morningstar Counseling and Consultation, PC. Through this partnership, the Society of Care and Morningstar Counseling agree to provide the following:

1. Behavioral Health services to students of all grades
2. Clinical assessment as appropriate
3. Support with student services
4. Community support through outreach positions
5. Renovation of current modular. Morningstar Counseling will be responsible for all costs associated with renovation which is to include the following:
 - a. Additional room for confidential counseling services
 - b. Insulation as appropriate
 - c. Structure repair as necessary
 - i. Flooring
 - ii. Ceiling
 - iii. HVAC
 - iv. Plumbing
 - d. Drywall repair

2. TERM OF AGREEMENT

The term of this commences on the 1st day of August, 2021 and terminating on the 31st day of July, 2024.

3. COMPENSATION

No compensation will be required and no expenses will be incurred by the Isanti Community School.

4. TERMINATION OF AGREEMENT

This Agreement may be terminated by mutual consent of both parties, or by either party upon 60 days' written notice.

5. MERGER AND MODIFICATION

This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

6. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.

7. APPLICABLE LAW

This Agreement is governed by and construed in accordance with the laws of the Santee Sioux Nation and the Board of Education.

8. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

Isanti Community School shall promptly notify SSN/MCC of all potential claims which arise or result from this Agreement. Isanti Community School shall also take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the SSN the opportunity to review and inspect the evidence, including the scene of an accident.

10. INDEMNIFICATION

Morningstar Counseling and Isanti Community School agree to defend, indemnify, and hold harmless the SSN and its officers and employees, from and against claims based upon the vicarious liability of MCC or its agent(s), but not against SSN's comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided to SSN under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the SSN is necessary. Morningstar Counseling also agrees to defend, indemnify, and hold the SSN harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

11. CONFIDENTIALITY

Morningstar agrees not to use or disclose any information it receives from the Isanti Community School under this Agreement that the school has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by the Isanti Community School. The SSN agrees not to disclose any information it receives from MCC or Isanti Community School that all parties have previously identified as confidential. The duty of SSN, MCC, and Isanti Community School to maintain confidentiality of information under this section continues beyond the term of this Agreement, or any extensions or renewals of it.

12. INDEPENDENT ENTITY

Morningstar Counseling is an independent entity under this Agreement and is not a SSN or Isanti Community School employee for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, Unemployment Compensation Law and the Workers' Compensation Act. Morningstar retains sole and absolute discretion in the manner and means of carrying out MCC's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

13. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

All parties agree to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights.

14. TAXPAYER ID

N/A.

15. EFFECTIVENESS OF AGREEMENT

This Agreement is not effective until fully executed by all parties,

ISANTI COMMUNITY SCHOOL

SANTEE SIOUX NATION/SOCIETY OF CARE

BY: _____
(Signature)

BY: _____
(Signature)

Federal ID #: N/A _____

TITLE: _____

DATE: _____

DATE: _____

Morningstar Counseling and Consultation, PC

BY: _____
(Signature)

Federal ID #: N/A _____

DATE: _____

2002 Organization of the Board

1. Membership, Term and Election

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

2. Internal Organization and Officers

a. President

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

b. Vice President

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

c. Secretary

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.
- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the

proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. A treasurer from the board will be designated on a year-to-year basis.
- ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.
- v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
 - i. [Option 1]: If the board is split between two members, they will each serve as the officer for six months of the year. The initial six-month term will be determined by coin flip.
 - [Option 2]: If the board is split between two members, the officer will be determined by coin flip. The winning member

will be the officer for the upcoming year unless the position changes by action of the board.

- ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.
- iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

4. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each school year, the board shall appoint three members to form a Committee on Americanism. The committee's duties shall be those prescribed by Nebraska statutes.

5. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
 - i. A member submits his or her formal resignation from the board.
 - ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.
 - iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
 - iv. Such other reasons as are set forth in Nebraska statutes.

- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.
- c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5001.1

Procedures For Addressing Excessive Absenteeism

Excessive Absenteeism

When a student receives three (3) unexcused absences or the hourly equivalent in any semester; or ten (10) total absences or the hourly equivalent in a semester.

Excused Absence

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe Weather
3. Medical appointments for the students
4. Death or serious illness of the student's family member
5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious or cultural holidays or events of the student's culture or faith
8. College planning visits
9. Personal or family vacations
10. Any absence deemed an excused absence by the Superintendent in consultation with the building principal and counselor.

Unexcused Absence

1. Any absence that is not an excused absence

Procedure for dealing with absences:

1. The building principal/or designee will contact the student's parent/guardian on any absence.
 - a. If contact cannot be made by phone the principal/or designee will visit the parent/guardian at home to determine cause of absences.
 - b. If there is a need such as transportation, the principal/or designee will arrange transportation for the students.
2. After three (3) unexcused absences or ten (10) total absences in a semester, the principal/or designee will write a letter to the parent documenting the absences, and setting up a meeting with the parent, student, principal, counselor, and first responder to develop a plan to:
 - a. Discover the reasons for the absences
 - b. Identify those individuals who can have a positive impact on student's attendance
 - c. Set a goal for future attendance
 - d. Develop strategies to deal with any future attendance issues
 - e. Set up additional meeting to address attendance issues

3. After ten (10) unexcused or 15 total absences in a semester the parent and child will meet with the board attendance committee to determine;
 - a. If as a high school student, if the student should receive credit for classes.
 - b. As an elementary or secondary student if missed time should be made up after school or on weekends.
 - c. To develop consequences if attendance issues continue
 - d. To direct district administration if a letter should be written to the tribal court outlining attendance issues.

4033
Drug Testing Procedures

All staff shall be drug tested a minimum of 2 times per school year, on date(s) selected by the superintendent or his/her designee; this includes classified staff, certified staff, and school board members. All staff members of Santee Community Schools shall submit to drug testing at the discretion of the superintendent or his/her designee.

Adopted on: _____

Revised on: _____

Reviewed on: _____

Base Salary \$15.00

Years	Para	AA/60	BA
1	\$15.00	\$15.45	\$15.90
2	\$15.45	\$15.90	\$16.35
3	\$15.90	\$16.35	\$16.80
4	\$16.35	\$16.80	\$17.25
5	\$16.80	\$17.25	\$17.70
6	\$17.25	\$17.70	\$18.15
7	\$17.70	\$18.15	\$18.60
8	\$18.15	\$18.60	\$19.05
9	\$18.60	\$19.05	\$19.50
10	\$19.05	\$19.50	\$19.95
11	\$19.50	\$19.95	\$20.40
12	\$19.95	\$20.40	\$20.85
13	\$20.40	\$20.85	\$21.30
14	\$20.85	\$21.30	\$21.75
15	\$21.30	\$21.75	\$22.20

Department Confidential

heads	staff	Base	\$17.75 Bus Drivers	Base	\$21.00
Year			Year		
	1	\$17.75		1	\$21.00
	2	\$18.28		2	\$21.63
	3	\$18.82		3	\$22.26
	4	\$19.35		4	\$22.89
	5	\$19.88		5	\$23.52
	6	\$20.41		6	\$24.15
	7	\$20.95		7	\$24.78
	8	\$21.48		8	\$25.41
	9	\$22.54		9	\$26.04
	10	\$23.08		10	\$26.67
	11	\$23.61		11	\$27.30
	12	\$24.14		12	\$27.93
	13	\$24.67		13	\$28.56
	14	\$24.67		14	\$29.40
	15	\$25.21		15	\$29.82

PRINCIPAL'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 **Larry Baker** referred to herein as "the Principal". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Principal shall be employed for a period of 1 year beginning on July 1, 2021, and expiring on June 30, 2022. References to "contract year" shall mean the period from July 1st through June 30th 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. The Principal's salary for the contract year shall be determined by the administrative salary schedule which shall be paid in 26 equal monthly installments beginning in the month of July 2021. The Board shall not reduce the Principal'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 Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Principal and Board may agree.

Section 5. Professional Status. The Principal affirms that he/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, Principal will hold a valid and appropriate certificate to act as a principal in the State of Nebraska which he or 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 Principal for any service performed prior to the date that he or she registers her certificate. The Principal represents that: (1) all information he/she provided in connection with his or 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, he or she will advise the Board immediately; (2) he or 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) he or she has not had any professional licenses or certificates suspended or revoked.

Section 6. Principal's Duties. The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Principal agrees to devote his or her time, skill, labor and attention to his or her duties throughout the contract term. The Principal 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 Principal may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his or 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 Principal'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 Principal's continued performance of his or her duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal 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 Principal is unable to perform his or her duties by reason of illness, accident or other disability beyond his or 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 Principal under any insurance coverage furnished by the district.

Section 9. Transportation. The Board shall provide the Principal with transportation or reimburse him or her for mileage required in the performance of his or her official duties at the rate approved by the Board.

Section 10. Fringe Benefits. The Board shall provide the Principal 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 Principal 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 Principal qualifies for disability pay under a long-term disability policy, he or she shall be required to take the disability pay instead of sick leave pay. The Principal shall keep complete and accurate records of his or her sick days. The Principal shall not be compensated for unused days of sick leave upon the ending of his or her employment with the District.

- e. Disability Insurance.** The Principal shall purchase long-term disability insurance from the school district's carrier at his or her own expense. The Board will increase his or her salary by the amount of the premium cost.
- f. Vacation.** The Principal shall have twenty-five (25) vacation days for the 2021-2022 contract year which he or she may use at times he or she chooses so long as the absence does not interfere with the proper performance of his or 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 Principal the number of days necessary to restore the total to twenty-five (25) days. For example, if he or she uses 12 days of vacation one year, the board will provide him or her with 12 days the following year to bring her total to 25 days. The Principal shall develop a system for recording the use of vacation days and shall keep such records current and on file in the District's central office. The Principal shall keep complete and accurate records of his or her vacation days. The Board or Superintendent may require the Principal to use vacation days.
- g. Professional Development.** The Principal is expected to continue his or her professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he or 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 Principal attends a national convention and does not return following the initial year of employment as Principal, the Principal 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 Principal's membership in the following organizations: Nebraska Council of School Administrators.
- i. Physical Examination.** The Principal may voluntarily undergo a physical examination. The Principal agrees that he or 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 Principal's insurance coverage shall be paid by the District.
- j. Bereavement Leave.** The Principal shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Principal will be allowed up to 4 days of paid bereavement leave per year.
- k. Holidays.** The Principal 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 Principal shall receive annually 3 additional "floating" paid holidays to be used at the Principal's discretion.
- l. Expense Reimbursement.** The Board shall pay or reimburse the Principal 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 Principal 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 Principal 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 Principal shall refund any portion of the salary he or she was paid but had not earned prior to the date of termination of this contract. The 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 Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal 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 Principal if there is a legal dispute caused by him or her carrying out his or her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his or her performance of his or her duties or his or her position as Principal of the district, the Board will provide him or her with a legal defense to the maximum extent permitted by law so long as he or she acted in good faith and in a manner which he or 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 his or her conduct was unlawful.

Section 15. Physical or Mental Examination. The Principal agrees that, at the request of the Board or Superintendent, he or 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 Principal is able to perform the "essential functions" of his or 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 Principal 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__.

President, Board of Education

Secretary, Board of Education

Executed by the Principal this ____ day of _____, 20__.

Principal

PRINCIPAL'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 **Cindy Nagel** referred to herein as "the Principal". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Principal shall be employed for a period of 1 year beginning on July 1, 2021, and expiring on June 30, 2022. References to "contract year" shall mean the period from July 1st through June 30th 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. The Principal's salary for the contract year shall be determined by the administrative salary schedule which shall be paid in 26 equal monthly installments beginning in the month of July 2021. The Board shall not reduce the Principal'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 Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or the value of property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Principal and Board may agree.

Section 5. Professional Status. The Principal affirms that he/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, Principal will hold a valid and appropriate certificate to act as a principal in the State of Nebraska which he or 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 Principal for any service performed prior to the date that he or she registers her certificate. The Principal represents that: (1) all information he/she provided in connection with his or 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, he or she will advise the Board immediately; (2) he or 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) he or she has not had any professional licenses or certificates suspended or revoked.

Section 6. Principal's Duties. The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Principal agrees to devote his or her time, skill, labor and attention to his or her duties throughout the contract term. The Principal 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 Principal may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his or 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 Principal'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 Principal's continued performance of his or her duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal 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 Principal is unable to perform his or her duties by reason of illness, accident or other disability beyond his or 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 Principal under any insurance coverage furnished by the district.

Section 9. Transportation. The Board shall provide the Principal with transportation or reimburse him or her for mileage required in the performance of his or her official duties at the rate approved by the Board.

Section 10. Fringe Benefits. The Board shall provide the Principal 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 Principal 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 Principal qualifies for disability pay under a long-term disability policy, he or she shall be required to take the disability pay instead of sick leave pay. The Principal shall keep complete and accurate records of his or her sick days. The Principal shall not be compensated for unused days of sick leave upon the ending of his or her employment with the District.

- e. Disability Insurance.** The Principal shall purchase long-term disability insurance from the school district's carrier at his or her own expense. The Board will increase his or her salary by the amount of the premium cost.
- f. Vacation.** The Principal shall have twenty-five (25) vacation days for the 2021-2022 contract year which he or she may use at times he or she chooses so long as the absence does not interfere with the proper performance of his or 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 Principal the number of days necessary to restore the total to twenty-five (25) days. For example, if he or she uses 12 days of vacation one year, the board will provide him or her with 12 days the following year to bring her total to 25 days. The Principal shall develop a system for recording the use of vacation days and shall keep such records current and on file in the District's central office. The Principal shall keep complete and accurate records of his or her vacation days. The Board or Superintendent may require the Principal to use vacation days.
- g. Professional Development.** The Principal is expected to continue his or her professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he or 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 Principal attends a national convention and does not return following the initial year of employment as Principal, the Principal 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 Principal's membership in the following organizations: Nebraska Council of School Administrators.

- i. Physical Examination.** The Principal may voluntarily undergo a physical examination. The Principal agrees that he or 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 Principal's insurance coverage shall be paid by the District.

- j. Bereavement Leave.** The Principal shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Principal will be allowed up to 4 days of paid bereavement leave per year.

- k. Holidays.** The Principal 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 Principal shall receive annually 3 additional "floating" paid holidays to be used at the Principal's discretion.

- l. Expense Reimbursement.** The Board shall pay or reimburse the Principal 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 Principal 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 Principal 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 Principal shall refund any portion of the salary he or she was paid but had not earned prior to the date of termination of this contract. The 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 Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal 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 Principal if there is a legal dispute caused by him or her carrying out his or her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his or her performance of his or her duties or his or her position as Principal of the district, the Board will provide him or her with a legal defense to the maximum extent permitted by law so long as he or she acted in good faith and in a manner which he or 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 his or her conduct was unlawful.

Section 15. Physical or Mental Examination. The Principal agrees that, at the request of the Board or Superintendent, he or 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 Principal is able to perform the "essential functions" of his or 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 Principal 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__.

President, Board of Education

Secretary, Board of Education

Executed by the Principal this ____ day of _____, 20__.

Principal