

**Contract of Employment
As Superintendent of Schools
Twin River Public Schools**

WHEREAS Nance County School District #63-0030, commonly known as Twin River Public Schools, (hereinafter called the District,) is desirous of employing a Superintendent for the 2017-2018 and 2018-2019 school years; and

WHEREAS The District recognizes that certificated employees including Superintendents are afforded certain contract protections by Nebraska's Continuing Contract Law (section 79-824 et seq); and

WHEREAS Dr. John Weidner, a certificated and duly qualified Administrator with endorsements to serve as Superintendent of Schools in Nebraska School Districts is desirous of entering into a two year agreement with the District;

NOW BE IT THEREFORE AGREED as follows:

Section 1

This Agreement shall become effective upon lawful action by the Board of the District and upon the signature of Dr. John Weidner being affixed hereto.

Section 2

If no action is taken to terminate or non-renew this contract, prior to April 15, 2019, this contract shall automatically extend for a period of one year commencing July 1, 2019.

Section 3

The parties agree that said employee shall perform the duties of Superintendent of Schools in and for the public schools in said District as prescribed by the laws of the State of Nebraska and by the rules and regulations made there under by the Board of Education of said District.

Section 4

That, the salary for the position set forth in this Agreement shall be at least \$117,500.00 for the first year, in addition to certain other fringe benefits set forth with greater specificity herein. For the second year, the salary shall be as agreed upon between the parties but shall not be less than the salary for the 2017-2018 school year. Dr. John Weidner, as Superintendent agrees to perform faithfully the duties of Superintendent of Schools of the District. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of professional staff in the District.

Section 5

There shall be no penalty for release or resignation by the Superintendent from this contract provided that no resignation shall become effective until expiration of the annual contract year, June 30, unless earlier accepted by the Board, in which case the Board shall fix the time at which the resignation shall take effect.

Section 6

Superintendent will furnish throughout the life of his contract, a valid and appropriate certificate to act as Superintendent of Schools in the State of Nebraska as directed by the Board of Education and the Superintendent hereby agrees to devote his time, skill, labor, and attention to said employment during the term of this contract, provided, however, that the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Section 7

The Superintendent shall be generally responsible to organize, reorganize, and arrange the administrative and supervisory staff which in his judgment best serves the Twin River Public Schools. The Superintendent shall further be responsible for the administration of instruction and business affairs of the District and shall generally have authority to select, place and transfer personnel subject to oversight by the Board of Education.

Section 8

The Board agrees that any criticism or complaint of what so ever nature against the Superintendent and of which the Board becomes aware shall be referred promptly to the Superintendent to be timely addressed by the Superintendent.

Section 9

Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control and said disability continues for a period of time which would exceed District provided sick leave or other applicable leave provisions or at such point when it becomes reasonably apparent to the Board that such disability is permanent, irreparable, or of such nature as to make the performance of the Superintendent's duties and possible, the Board may at its option cancel, terminate, or non renew this agreement provided that nothing in this paragraph shall relieve the Board of its statutory duties , obligations both substantively and procedurally to follow all applicable provisions of § 79-824, et seq., nothing in this section shall be construed

to deprive the Superintendent of any rights, entitlements or privileges vested in the Superintendent by applicable state and federal law.

Section 10

The Superintendent herewith represents to the Board of Education that he has sufficient physical and mental capacity to perform the duties of the office of Superintendent of Schools. Superintendent further agrees that should there be a material change in his physical or mental capacity such that it would impair his ability to perform his duties, the Superintendent shall within a reasonable time of becoming aware of that fact notify the President of the Board. Any such report to the Board shall be treated as a confidential employment information by the Board and such information shall be subject to applicable state and federal privacy laws.

Section 11

The Board of Education shall either provide the Superintendent with transportation required in the performance of his official duties or shall in the alternative reimburse Superintendent for Superintendent's use of Superintendent's own vehicle at the mileage rate applicable at the time mileage was incurred.

Section 12

The Superintendent shall be obliged to provide 240 days of service annually to the District and to perform all of the duties set forth in the job description of the Superintendent, Board policies that apply to the Superintendent or to such duties as are reasonably directed by the Board to be carried out by the Superintendent. The Superintendent shall on a monthly basis account for Superintendent's days of service, at each monthly board meeting. Superintendent shall be entitled to 20 days of vacation annually. The 20 days is the total of vacation to be afforded under this Agreement and is not in addition to any vacation days that may be provided for in the school calendar. In addition to the 20 vacation days, Superintendent shall be afforded 10 sick days per year. If this Contract is extended the sick days as provided herein may be accumulated to a total of 30 days. It is understood by the parties that while vacation days are the property of the Superintendent, the expectation of the parties is that the Superintendent shall use his vacation days during the course of this Contract and he shall not carry them into a subsequent employment agreement without the expressed permission of the Board. The Superintendent shall notify the Board of his intention to be gone on vacation for a period exceeding 5 work days, such notice to be made orally or in writing to the Board President at least 5 days, if practicable, prior to the vacation days being taken. Vacation days shall not be used by the Superintendent in such a manner as to interfere with the mandatory obligations of the Superintendent to the District under this Contract.

Section 13

The Superintendent shall be provided the following fringe benefits:

- A. Full Family Health and Dental
- B. Long-Term Disability Insurance
- C. Life Insurance

Section 14

It is understood by and between the parties that the parties are in negotiations at the time of entering into this Contract to formulate a job description and an evaluation instrument pertaining to the Superintendency in the District. If the parties are able to reach an agreement on a job description and an evaluation instrument that job description and that evaluation instrument shall be deemed to be incorporated by reference and implication into this Agreement. In the event that no such agreement is reached the existing job description if any and the existing evaluation instrument if any shall be deemed to be implied terms of this Agreement.

Section 15

The parties agree that in the event any action is brought against Superintendent whether administrative or judicial as a result of Superintendent performing the duties of the Superintendency or performing duties at the direction of the Board shall require the Board of Education to defend hold harmless or indemnify the Superintendent as a result of any adverse outcome against the Superintendent resulting from such administrative or judicial action. Nothing in this agreement shall be construed to entitle Superintendent to a defense, hold harmless right or indemnification for any action arising out of Superintendent's performance of duties under this contract when Superintendent is plaintiff in an action brought against the Board or the District or in a case in which the Board has commenced action of any nature against the Superintendent based upon failure to perform professional duties or for a breach of any of the provisions of this contract.

Section 16

This contract shall generally be construed under the laws of the State of Nebraska, provided however, that nothing in this section shall be deemed to construe any right of employment upon Superintendent greater than is expressly provided herein above.

Section 17

The board shall evaluate the Superintendent at least twice (2) during the 2017-2018 school year and during the terms of this Employment Contract.

Section 18

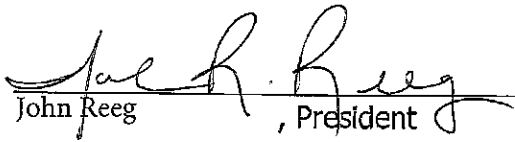
Failure to execute this agreement by January 31, 2017 shall constitute a

rejection of the Board's offer of employment and this contract shall be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BOARD OF EDUCATION, of Twin River Public Schools,

Attest:



John Reeg, President

1/27/17

Date



Jamie Held, Secretary of the Board

1-27-17

Date



Dr. John Weidner, Superintendent of Schools

1-26-2017

Date