

SUTHERLAND PUBLIC SCHOOLS
SUPERINTENDENT CONTRACT

This contract is made by and between the board of education of the School District of Sutherland (a/k/a District #55), in the County of Lincoln, State of Nebraska, hereinafter referred to as “the board”, and Daniel Keyser, a legally qualified superintendent, hereinafter referred to as “the administrator”. This contract shall supersede any prior contract of employment with the Mr. Keyser.

The parties hereto agree as follows:

1. That the board hereby employs the administrator to perform duties of superintendent of schools of the school district of Sutherland for a one-year term beginning on July 1, 2020 and ending on June 30, 2021. If the board does not take action at or before its regular January board meeting each year to limit the contract to its then current expiration date, the term of the contract shall automatically be extended for one-year from the ending date.
2. Mr. Keyser shall provide at least 220 days of service each contract year. A “contract year” for purposes of this Contract shall be from July 1 to June 30. He will not be required to perform duties on any regularly scheduled holidays or “school vacation days” listed on the school calendar. The days of service shall be performed on days such that the administrator is in attendance at regularly scheduled Board meetings and at times when the Superintendent’s duties require the Superintendent’s attendance at school or attendance to duties. The administrator shall have no paid vacation and, in consideration of the terms of this contract, waives any claim to vacation days under any prior contract and releases the board from any claims related to any such vacation days.
3. The annual salary for the 2020-2021 school year is one hundred forty six thousand and fifty dollars (\$146,050). The annual salary for an extended year shall be set by the Board not later than June 30, 2021 and shall not be less than the preceding year. The board may increase the amount of the superintendent’s salary during the term of the contract without such increase constituting an amendment to the contract term, which would require due process.
4. The salary of the administrator shall be payable in installments. The salary may be broken down in separate checks throughout the term of the contract as long as the pay is in twelve payments. The first payment beginning on the 20th day of July 2020 and the remaining installments shall be payable on the 20th day of each month thereafter.
5. The administrator shall receive the following benefits:
 - (a) Full family insurance with dental coverage that is provided to the teachers.
 - (b) The administrator shall receive 10 sick days per year and accumulate up to a maximum of 50 days.
 - (c) The administrator shall receive three days of personal leave each year. Such leave shall not accumulate from year to year.
 - (d) Except as specifically provided to the contrary hereinabove, the administrator shall receive the same benefits as provided for certificated staff members in the school district.
 - (e) Professional/Civic dues paid in full.

- (f) The board shall provide the superintendent with transportation required in performance of his official duties (attendance at meetings, supervision at extracurricular activities, etc.) or reimburse superintendent for such transportation at the rate of agreed upon in the negotiated agreement.
 - (g) The superintendent is allowed to attend a national conference and the district will provide payment for registration, lodging, and travel expenses.
- 6. The administrator hereby agrees to be governed by the policies of the board of education and agrees to observe and enforce the rules and regulations promulgated, adopted, or approved by the board.
- 7. Subject to approval of the board, the superintendent shall be responsible for organizing, reorganizing and arranging the administrative and supervisory staff of the district in a manner which best serves the schools of the district. The administration of instruction and business affairs shall be vested in the superintendent and administered by him with the assistance of his staff. The superintendent shall have responsibility for selection, placement and transfer of personnel. He shall be responsible for initiating all personnel matters which require action by the board, which includes making recommendations to the board concerning the termination or discharge of any personnel. The superintendent agrees to devote his time, skill, labor and attention to his duties as superintendent of schools throughout the term of his contract; provided, however, the superintendent, by agreement with the board, may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.
- 8. The administrator in furtherance of his duties to the school shall represent the school district at appropriate professional meetings (whether local, state, or national).
- 9. If this contract is cancelled during the term of the contract, the compensation to be paid hereunder shall be an amount which bears the ratio to the annual salary as the number of days of service provided to the date of such cancellation bears to the number of days of service that have been provided in the contract year over the 220 days of service to be provided in the contract year.
- 10. There shall be no penalty for release or resignation by the administrator from this contract. No resignation, however, shall become effective until the close of the contract unless accepted by the board (which shall have the right to fix the time at which the resignation shall become effective).
- 11. This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, social security, employee retirement, and other deductions required by law. This contract is subject to the provisions of the School Employees' Retirement Act.
- 12. 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 contract.
- 13. This contract may be modified or amended only by a writing duly authorized and executed by the superintendent and board.

14. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.
15. The contract of the superintendent may be cancelled or amended by a majority of the members of the school board during the term of the contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the superintendent's certificate (Nebraska Administrative and Supervisory Certificate), by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) intemperance; or (k) conviction of a felony. The procedures for cancellation during the term of the contract shall be in accordance with the applicable Nebraska Revised Statutes.

IN WITNESS WHEREOF the parties hereto hereby set their hands this 17th day of December 2018.

BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF SUTHERLAND, Lincoln
County, Nebraska

By: _____

President

Jannette Lentic
Secretary

Dan Kemp

Administrator