

**SCOTTS BLUFF COUNTY SCHOOL DISTRICT 79-0032, A/K/A SCOTTSBLUFF PUBLIC
SCHOOLS
CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT**

THIS CONTRACT is made by and between the Board of Education of the **Scotts Bluff County School District 79-0032, a/k/a Scottsbluff Public Schools**, hereinafter referred to as “the Board,” and **Andrew Dick**, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 11th day of December, 2023, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of THREE (3) years beginning on the 1st day of July, 2024, and expiring on the 30th day of June, 2027 (“Initial 3 Year Term”). A “contract year” for purposes of this Contract shall be from July 1 to June 30. Extension of this contract for an additional “rollover” year beyond the “Initial 3 Year Term” may occur as follows:

A. Superintendent’s Notice of Intent to Extend. The Superintendent’s Notice of Intent to Extend shall be given by November 15th each contract year. In the event a Superintendent’s Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.

B. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent’s Notice of Intent to Extend, the Board shall have until the regular December meeting of the Board of Education to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend, or a notice of possible nonrenewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.

2. Salary. The annual salary shall be: **TWO HUNDRED AND SIXTEEN THOUSAND DOLLARS** (\$216,000). Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, shall not reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and the School Employees’ Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

1. Vacation. The Superintendent shall be allowed 25 working days of vacation leave during each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).

2. Carry-over and Accumulation of Vacation Days. Vacation is intended to be used during each contract year. Vacation may be carried over up to ten days or receive salary compensation for 5 days, paid at current daily rate based on 260 days, and carry over 5 unused days. Upon the ending of employment, unused vacation days available in the final contract year will be paid at the current daily rate.

3. Sick Leave. The Superintendent shall be allowed 10 working days of sick leave each contract year.

4. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 45 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days. There shall be no pay for unused sick leave either during or upon ending of employment.

5. Bereavement Leave. A total of up to five (5) consecutive days at full pay is allowed for absences in case of a death in the immediate family for funeral arrangements and services. Immediate family is defined as wife, husband, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchildren, grandparent or a person in the same home as part of the family or someone for whom the employee is guardian or holds power of attorney. In the event of the death of a child, step-child, or spouse, there will be five (5) bereavement days plus an additional five (5) bereavement days that will be deducted from the sick leave balance. If the Superintendent has already exhausted his sick leave or otherwise does not have five sick leave days available, then the Superintendent may elect to take unpaid leave on those days that he would otherwise be permitted to use sick leave under this section.

Up to one (1) day may be used to attend funeral services of relatives other than those listed above or to attend funeral services of friends with prior approval from the Board President. Bereavement Leave is not limited to five (5) days in one year, but covers each death in the immediate family that occurs during the year. The maximum number of Bereavement Leave days shall be no more than 15 days in any one contract year. Bereavement leave is noncumulative year to year. There shall be no pay for unused bereavement leave either during or upon ending of employment.

6. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Day and either Christmas Eve or the day following Christmas, New Year's Day and either New Year's Eve or the day after New Year's Day, Spring Break (2 days), and Memorial Day.
 7. Log. The Superintendent shall maintain with the Superintendent's secretary and the board president a log of used vacation and sick leave days. The Superintendent's secretary will present a report of this log to the board at the end of the contract year.
- B. Health Insurance. The Superintendent shall receive health coverage in the same manner as other administrative employees within the District in effect for the contract year.
 - C. Life Insurance: The Superintendent shall be provided basic term life insurance with a death benefit of an amount of \$50,000.00.
 - D. Disability Insurance. The Superintendent shall be provided disability insurance that will commence upon exhaustion of sick leave days, regardless of how many or few days were available to the employee. Long-term disability payments are ordinarily paid at 66 2/3% of basic monthly earnings, subject to the terms and conditions of the insurance policy.
 - E. Retirement Plan. The Superintendent will be included in the standard Nebraska Public Employee Retirement System (NPERs) and may also elect to contribute to a 403b plan. However, the district does not match any contributions to the 403b plan.
 - F. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators (NCSA), Western Nebraska Administrators (WNA), Greater Nebraska Superintendents (GNS), and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.
 - G. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel.
 - H. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.
 - I. Avoidance of Fines or Penalties. The District may elect to not provide any benefit set forth in the Contract in the event the District determines in its discretion that the provision of the benefit would result in a fine or penalty. In the event the District makes such an election, the District shall negotiate with the Superintendent to obtain a like-benefit that would not result in a fine or penalty, and in the event such is not available, the Superintendent's salary shall be grossed up in an amount equal to the cost savings from not providing the benefit (excluding the costs of fines and penalties).

4. **Duties**. The Superintendent is employed as the Superintendent. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The

Superintendent shall be subject to such other duties as the Board may assign. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable in-person attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

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

7. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical incapacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

8. Resignation or Retirement. In the event the Superintendent submits a resignation, retirement, or otherwise terminates the agreement, any such resignation shall not become effective until approval by the Board, and further, shall be subject to the following:

In the event the Superintendent wishes to submit a letter of resignation or retirement (thus, not renewing his/her contract for the next contract year) for a reason other than physical or mental incapacity verified by a qualified physician which prevents him/her from performing the duties of the Superintendent of School after November 1 of the then current contract year, the Superintendent hereby agrees to, and hereby accepts an assessment of liquidated damages to defray the expense of a search for a replacement and a corresponding salary reduction in an amount set forth in the following formula:

- a. Resignation submitted November 2 through January 31 of the current contract year – five percent (5%) of annual salary;
- b. Resignation submitted February 1 through March 31 of the current contract year – ten percent (10%) of annual salary;
- c. Resignation submitted April 1 through June 30 of the current contract year – fifteen percent (15%) of annual salary;

The Superintendent agrees that such liquidated damages are necessary for the reason that early resignations and resignations without advance notice present severe problems for the District in obtaining suitable replacements, the damages from such are difficult to fix, and the established liquidated damages approximate damages to the District.

9. Residency. The Superintendent shall reside within the School District during the term of this contract.

10. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral




turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract; provided that resignation falls within the parameters previously outlined in "Resignation or Retirement"; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

11. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

12. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before December 13th, 2023 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this <u>11</u> day of <u>December</u> 20 <u>23</u> .  _____ Superintendent	Executed this <u>11th</u> day of <u>December</u> , 202 <u>3</u> Board of Education of Scott Bluff County School District 79-0032, a/k/a Scottsbluff Public Schools By:  _____ President Attest:  _____ Secretary or Other Authorized Officer
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