

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the Saline County School District 0068, a/k/a Friend Public Schools, hereinafter referred to as "the Board," and Derek Anderson 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 13th day of March 2023, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. **Term of Contract.** This Contract is for a term of two (2) years beginning on the 1st day of July, 2023, and expiring on the 30th day of June, 2025. A "contract year" for purposes of this Contract shall be from July 1 to June 30. The parties agree that the deadline to give a notice of non-renewal is April 1.

2. **Salary.** 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.

Contract Year	Salary
2023-2024	\$ 132,500
2024-2025	TBD

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, not to 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 School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

The Superintendent authorizes the Board to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of the Superintendent's employment.

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 15 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 of Vacation Days. Vacation is to be used during each contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year will always be fifteen (15) days. The Board expects the Superintendent to take vacation leave to recharge and enjoy time away from work. As such, the parties hereby agree that, upon ending employment, any unused vacation days at the ending of the Superintendent's employment will be paid at the rate of \$1.00 per day; provided that there shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
  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 40 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 40, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 40 days. There will be no payout for accrued but unused sick leave.
  5. Bereavement Leave. The Superintendent will be allowed up to 3 days of paid bereavement leave per year.
  6. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Christmas Eve, Christmas Day, New Year's Day, and Memorial Day, Thanksgiving and the day following Thanksgiving. The Board may determine what other days will be designated as holidays in the District.

- B. Health and Dental Insurance. The District shall pay for and provide the Superintendent with family health and dental insurance for which the Superintendent is qualified insurance under the District's group insurance plan.
- C. Disability Insurance. The District will pay the Superintendent the amount of the long term disability insurance cost. This amount will then be payroll deducted from the Superintendent's check to pay the LTD premium.
- D. Retirement Plan. The Superintendent may elect to designate part of the Superintendent's annual salary to be invested in a tax exempt deferred income retirement plan of his choice.
- E. 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 may pay the reasonable expenses for such professional development opportunities, such as the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.
- F. 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.
- G. 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.
- H. 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).
  - 1. Cell Phone Expenses. The District shall reimburse a portion (not to exceed \$50.00/month) of the Superintendent's use of personal cell phone for business use. The Superintendent's personal cell phone will continue to be the Superintendent's separate property and will not be owned or maintained by the District. By accepting this stipend, the Superintendent is expected to regularly check their personal cell phone to stay apprised of all school business and to be reasonably reachable for

school business purposes, including before and after school hours and when school is not normally in session.

4. **Duties.** The Superintendent is employed as the Superintendent and shall also perform the duties of Special Education Director. The Superintendent shall perform the duties of such positions 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 from time to time. 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. Notwithstanding anything herein to the contrary, the Superintendent acknowledges, agrees, and understands that the Superintendent will be expected to be "on call" and reasonably accessible in case of an emergency, even during vacation or leave days.

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 to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable 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. Prior to any evaluation, the Superintendent shall ensure that the District's Superintendent evaluation instrument is on file with and has already been approved by the Nebraska Department of Education.

During the Superintendent's first year of employment in the District, the Superintendent must remind the Board President in writing by October 1st and March 1st of the need to evaluate the Superintendent during the first semester and second semester, respectively. After the  
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Superintendent's first year of employment in the District, the Superintendent must remind the Board President in writing by October 1st of the need to evaluate the Superintendent.

At all times during this contract, the Superintendent must ensure that the District is in full compliance with the Superintendent Transparency Act.

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 notice 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 positions 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. **Residency.** The Superintendent shall reside within the School District during the term of this contract. During the first year of the Superintendent's employment with the District, the Board shall reimburse the Superintendent for the relocation/moving expenses incurred as a direct result of acceptance of this Contract in an amount not to exceed \$2 500.00. The

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Superintendent shall provide a written invoice and/or statement to the Board President from the moving company or other entity employed to accomplish the move, and the Board will only reimburse the Superintendent for the amounts actually incurred in the move. This amount shall be in addition to the Superintendent's salary during the first year of employment.

9. **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 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.

9. **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.

10. **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.

Executed this 13th day of March, 2023

\_\_\_\_\_  
Superintendent

Executed this 13<sup>th</sup> day of March, 2023.

Board of Education of Saline County School District  
0068, a/k/a Friend Public Schools

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary or Other Authorized Officer