

**BELLEVUE PUBLIC SCHOOLS
BELLEVUE, NEBRASKA
CONTRACT OF SUPERINTENDENT**

This contract is made by and between the Board of Education of Bellevue Public Schools, legally known as Sarpy County School District No. 77-001 and referred to herein as the "Board" and "School District" respectively, and Dr. Jeff Rippe, referred to herein as the "Superintendent."

WITNESSETH: In accordance with action taken by the Board as recorded in the minutes of its meeting of June 5, 2023, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment subject to the terms and conditions set forth below.

SECTION 1. Term of Contract. Subject to Neb.Rev.Stat. §§ 79-824 through 79-845, as amended from time to time, the Superintendent shall be employed for a term being July 1, 2023 and expiring on June 30, 2026. References to "Contract Year" shall mean the period from July 1 of one year through June 30 of the following year. On or before April 15th of each year, the Board may take action to extend the Contract for one additional Contract Year. Such action shall be attached to this Contract and become a part thereof. If the Board does not take action, the Contract will not be extended beyond its original term or any extension thereof.

SECTION 2. Salary. The Superintendent's salary for each term shall be Two Hundred Sixty Four Thousand Six Hundred Forty Seven Dollars and No Cents (\$264,647.00), which shall be paid in equal installments in accordance with the Board's policy governing payment of other administrators.

SECTION 3. Professional Status. The Superintendent affirms that he is not under contract with any other school board or board of education covering any part of or all of any term of this Contract. Throughout his terms, he will hold a valid and appropriate certificate to act as Superintendent of Schools in the State of Nebraska, which certificate shall be filed with the School District on or before the beginning of the initial term.

SECTION 4. Superintendent's Duties. The Superintendent shall faithfully perform the duties of the Superintendent of Schools as prescribed by the laws of the State of Nebraska, the rules and regulations of the Nebraska Department of Education, and the Board's policies. The Superintendent is subject to the Board's direction and control at all times and shall carry out and perform such administrative duties as the Board may assign to him from time to time. Regular, dependable attendance is an essential function of the Superintendent's duties. He will devote his full-time skill, labor and attention to the performance of his duties; provided, however, that: (a) the Superintendent may, without prior Board approval, undertake speaking engagements, writing, lecturing or other professional duties and obligations for which the only remuneration is reimbursement of expenses, and (b) this other work shall not interfere in a material or substantial manner with the obligations as set forth in this Contract.

The Superintendent may undertake speaking engagements, writing, lecturing or other professional duties and obligations for which there is remuneration in excess of reimbursement of expenses and any other consultative work only upon prior approval of the Board, and the Superintendent shall be obligated to use his vacation days as hereinafter described when such activities occur during business hours of the School District.

SECTION 5. Administration. The Superintendent shall be responsible for organizing, reorganizing and arranging School District administrative and supervisory staff in a manner which, in his judgment and in consultation with the Board, best serves the School District. He, with the assistance of

his staff, shall administer instruction and business affairs. The Superintendent shall be responsible for the selection, placement and transfer of personnel and shall inform the Board of the selection, placement and transfer of administrators.

SECTION 6. 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 School District, and shall have primary responsibility for implementing Board policy. The Board agrees, individually and collectively, to promptly refer all criticism, complaints and suggestions concerning operations of the School District, including matters relating to personnel and students, to the Superintendent for study, recommendation or action as appropriate, and not to comment or take action on such matters except upon the recommendation of the Superintendent or upon the Superintendent's having been permitted sufficient opportunity to respond to the matter. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board, or duties assigned without official action of the Board, except as specifically set forth in the Board's policies.

SECTION 7. Legal Actions. If any legal action, including a professional practice complaint, is threatened or filed by someone other than the Board, against the Superintendent as a result of the performance of his duties under this Contract or his position as Superintendent of Schools for the District, the Board shall provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and a manner which he reasonably believed to be in or not opposed to the best interests of the School District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

SECTION 8. Cancellation or Mid-Term Amendment. A majority of the Board members may cancel or amend this Contract during any of its terms for any of the following reasons: (a) the cancellation, termination, revocation or suspension of the Superintendent's certificate (Nebraska 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 material provisions of this Contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immoral conduct or conduct involving moral turpitude; (i) physical or mental incapacity; (j) intemperance; (k) conviction of a felony; or, (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation and amendment shall be in accordance with the statutes of the State of Nebraska. In the event of a cancellation, the Contract shall be deemed to have terminated on the date of cancellation and the School District shall not have any further obligations to the Superintendent except those obligations that accrued up to the date of cancellation and any obligations that survive the termination of the Contract.

SECTION 9. Physical and/or Mental Examination. At the direction of the Board, the Superintendent shall undergo a physical or mental examination by a licensed physician or psychologist chosen by the Board to determine whether the Superintendent can perform the essential functions of his position. The Superintendent may also choose a licensed physician or psychologist for a second opinion also to be presented to the Board. The Superintendent shall authorize the physician and/or psychologist to disclose to the Board his or her written determination whether the Superintendent can perform such essential functions. The cost of such examination(s) and report(s) shall be subject to health insurance, and the School Board shall pay any amount not so covered. In the event the Superintendent becomes disabled and is unable to perform the duties of the Superintendent and all leave has been exhausted, either party to this Contract may terminate this Contract by giving written notice to the other party. Upon termination,

neither party will have any further obligations of the other party except the extent of any vested fringe benefits.

SECTION 10. Professional Development/Civic and Professional Meetings. The Superintendent may become a member of appropriate professional organizations and attend appropriate professional and civic meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of his duties.

SECTION 11. Fringe Benefits. In addition to the compensation set forth in Section 2 herein, the School District shall provide to the Superintendent with, or make available to him, the following fringe benefits:

- a) The expense of membership in the professional and civic organizations and attendance at their meetings pursuant to Section 11 herein when the Board has authorized such membership and/or attendance;
- b) Reimbursement at the state- approved rate for mileage incurred while during his personal vehicle on School District business outside of the metro area;
- c) The employee and employer paid § 403(b) plan provided by the School District under the same terms and conditions provided to other administrators of the School District;
- d) A term life insurance policy will be provided by the School District;
- e) Health and accident insurance provided by the School District under the same terms and conditions provided from time to time to other administrators of the School District;
- f) A disability income insurance policy on the same terms and conditions provided from time to time provided to other administrators of the School District;
- g) Voluntary Separation Program on the same terms and conditions provided from time to time to other administrators of the School District;
- h) Sick, vacation, personal or bereavement days and holidays on the same terms and conditions provided to other administrators of the School District. An additional 5 days of vacation will be provided;
- i) A professional stipend in the amount of \$25,200 will be provided;
- j) Longevity on the same terms and conditions provided to other administrators of the School District.

SECTION 12. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Superintendent from this Contract, provided no resignation shall become effective until the expiration of this Contract unless accepted by the Board, and the Board shall fix the time at which the resignation shall take effect.

SECTION 13. Compensation Upon Termination or Cancellation. Upon lawful termination or cancellation 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 or cancellation bears to the 12 months in the annual salary period in which termination or cancellation occurs. Any portion of the salary paid, but not earned, prior to the date of termination or cancellation of this Contract shall be refunded by the Superintendent. Alternatively, if the Superintendent may authorize the School District to deduct from his final paycheck any portion of the salary paid, but not earned.

SECTION 14. Residence. The Superintendent shall reside within the boundaries of the School District.

SECTION 15. Governing Law. The parties shall be governed by all applicable Nebraska state and federal laws, rules and regulations in performance of their respective duties and obligations under this Contract.

SECTION 16. Amendments to be in Writing. This Contract may be modified or amended only by a written statement duly authorized and executed by the Superintendent and the Board.

SECTION 17. Severability. If a court of competent jurisdiction declares any portion of this Contract invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remaining provisions.

SECTION 18. Evaluation. The Board will evaluate and assess the Superintendent's performance in writing each Contract Year. Upon completing such evaluation, the Board or a duly designated committee thereof shall meet with the Superintendent to review the results of the evaluation. The Board shall give the Superintendent a copy of the written evaluation, and he shall have the right to make a written response to it. The evaluations and written responses will be placed in the Superintendent's personnel file.

SECTION 19. Supersede. This Contract shall supersede and terminate all previous agreements between the parties.

IN WITNESS HEREOF, the parties have executed his Contract on the dates set forth below.

EXECUTED BY THE BOARD this 5 day of June, 2023.



President, Board of Education



Secretary, Board of Education

EXECUTED BY THE SUPERINTENDENT this 5 day of June, 2023.



Dr. Jeff Rippe, Superintendent