

Board of Education Special Meeting
Monday, March 29, 2021 7:30 PM
District Office
508 Jefferson Ave.
Morrill, NE 69358

I. CALL TO ORDER FOR SPECIAL MEETING

I.1.

1. Pledge to the Flag
2. Roll Call
3. Notification of Open Meetings Law Posting
4. Recognition of Recording

I.2.

II. CONSIDER CONSENT AGENDA

II.1.

5. Approval of Agenda for March 29, 2021
6. Claims Payable

II.2.

III. ACTION ITEMS

III.1.

7. Report on and take any action necessary for Agriculture Education Property (615 E. Hamilton)

III.2.

III.2.a.

- a. Consider/possibly accept donation of Brown's Field from Village of Morrill

III.2.b.

III.2.c.

- b. Discuss and consider moving the ag complex development to Brown's Field

III.2.d.

III.3.

8. Consider/possibly approve transfer of funds from Depreciation to General Fund on 3/26/2021

III.4.

III.5.

9. Consider/accept staff resignations including: Jody Weimer, Krystal Wilke, Walker Britsch

III.6.

III.7.

10. Consider/possibly approve secondary principal contract for the 2021-2022 school year

III.8.

III.9.

11. Consider/possibly approve early childhood director contract for the 2021-2022 school year

III.10.

III.11.

12. Consider/possibly approve any new teacher contracts for 2021-2022 school year

III.12.

III.13.

13. Consider/possibly approve any new elementary or early childhood paras

III.14.

III.15.

14. Consider/possibly approve modification to Vocal Music Extra Duty Stipend description

III.16.

III.17.

15. Consider/possibly approve increase to vocal accompanist wage

III.18.

IV. **NEXT MEETING**

- IV.1. Regular Meeting **April 19, 2021 at 7:30 pm**

V. **ADJOURNMENT**

- V.1. Except for an emergency, this agenda shall not be altered later than twenty-four hours before scheduled commencement of the meeting. The Board will attempt to adhere to the sequence of the published agenda, but reserves the right to adjust the order of items if necessary and may elect to take action on any of the items listed. The agenda is kept continuously current and can be viewed in the district office.
Executive Session {84-1410}: These are the reasons for an executive session: strategy sessions for collective bargaining, real estate purchases, pending litigation, deployment of security personnel or devices, investigative proceedings regarding allegations of criminal misconduct and evaluation of the job performance of a personnel when necessary to prevent needless injury to the reputation of a person

and if such person has not requested a public body. The motion must state the specific reason listed above and include the phrase “and will be limited to the discussion of _____.”

Posted by 10 am

3/26/2021

RESOLUTION NO. 21-01

BE IT RESOLVED BY THE CHAIRPERSON AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORRILL, NEBRASKA:

1. The Village of Morrill, Nebraska (the "Village") owns the following described real estate (the "Real Estate"):

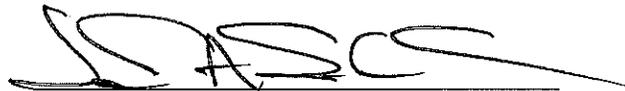
Lots 1 and 2, Brown's Subdivision, a part of the Northeast Quarter of the Northeast Quarter, Section 15, Township 23 North, Range 57 West of the 6th P.M., Scotts Bluff County, Nebraska..

2. The Village has executed a purchase agreement for the Real Estate, which is attached to this Resolution.

3. The Chairperson is authorized to sign a Deed and any other documents required to convey the Real Estate to Scotts Bluff County School District 79-0011 at Closing, upon the acceptance of the purchase agreement by Scotts Bluff County School District 79-0011 and the satisfaction of all conditions to Closing set forth in the purchase agreement.

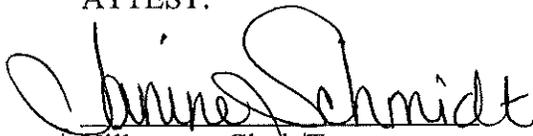
4. This Resolution shall become effective upon its passage, and notice of remonstrance petition as provided by law.

RESOLVED ON THIS 25 day of March, 2021.



John A. Schuler, Chairperson

ATTEST:



Janine Schmidt
Village Clerk/Treasurer



AGREEMENT

This Agreement is made on ~~January~~ ^{March} 25, 2021, between the Village of Morrill, Nebraska (the "Seller" whether one or more), and Scotts Bluff County School District 79-0011 (the "Buyer" whether one or more).

Recitals:

a. The Seller is the owner of the following described real estate along with all permanent improvements (the "Real Estate"):

Lots 1 and 2, Brown's Subdivision, a part of the Northeast Quarter of the Northeast Quarter, Section 15, Township 23 North, Range 57 West of the 6th P.M., Scotts Bluff County, Nebraska.

b. The Seller desires to sell and the Buyer desires to purchase the Real Estate according to the terms of this Agreement.

Agreement:

1. **Purchase Price:** The "Purchase Price" shall be \$ 2. The Purchase Price shall be payable at Closing by the Buyer in cash or the equivalent. The Purchase Price may be paid by a supporting or charitable foundation related to the Buyer.

2. **Closing and Possession:** The "Closing" shall occur at a time and place agreed upon by the parties as soon as all conditions set forth in paragraph 3 below have been satisfied. ~~At Closing, the Seller shall deliver to the Buyer a Quitclaim Deed.~~ Possession shall be delivered to the Buyer at Closing.

3. **Conditions to Closing:** Closing is conditional upon the following:

a. ~~The Seller, by and through its Board of Trustees, passing a resolution directing the sale of the Real Estate under Neb. Rev. Stat. § 17-503;~~

b. ~~The Seller providing public notice of the sale of the Real Estate in the manner set forth in Neb. Rev. Stat. § 17-503, and the lack of a successful remonstrance petition filed under Neb. Rev. Stat. § 17-503(3).~~

4. **Taxes:**

The Buyer shall pay all real estate taxes levied against the Real Estate for all years prior to the year of the Closing, along with all special assessments levied on the Real Estate in full. The real estate taxes for the year of the Closing shall be prorated between the parties to date of the Closing, based on the most recent tax statement available. The Buyer has not received any notice of any special assessments which affect the Real Estate, and to the Buyer's knowledge no such assessments

b. No sources of contamination exist on the Real Estate which would obligate the Buyer to clean up expenses under Federal or State environmental laws and regulation, and the Seller has received no notice of the existence of such contamination. In addition, the Seller has received no notice of any action or proposed action by governmental authorities concerning contamination of the Real Estate.

c. The Seller has received no notices from any governmental authority, indicating that the Real Estate is in violation of any zoning, building, environmental, fire or health codes or similar statutes or that the current operation of the Real Estate does not comply with all applicable governmental laws, rules, and regulations.

d. There are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens.

8. Expenses of Sale: The Buyer shall pay for all costs of Closing, including preparing and recording the Quitclaim Deed; preparing a closing statement, if required, and any other costs incurred by the closing agent; the documentary stamp tax, and all other costs to Close.

9. Default and Termination: If either party shall default in the performance of this Agreement, the other party shall have all legal remedies available to them.

10. General Provisions:

a. This Agreement shall not be assignable by either party without the consent of the other party.

b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

e. This Agreement shall be construed according to the laws of Nebraska.

f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

Village of Morrill, Nebraska

Scotts Bluff County School District 79-0011

John T. Schuler, Chairperson

David Sherrod, Board President

State of Nebraska, Scotts Bluff County: ss

Subscribed and sworn to before me on _____, 2021, by John T. Schuler.

Notary Public

State of Nebraska, Scotts Bluff County: ss

Subscribed and sworn to before me on _____, 2021, by David Sherrod.

Notary Public

Monday, March 22nd, 2021

Dave Sherrod
School Board President
Morrill Public School
Morrill, NE 69358

Dear Members of the Morrill Public Schools Board of Education,

This letter is to inform you that I hereby retire from all contractual obligations as a certificated staff member at Morrill Public Schools effective May 20th, 2021.

Thank you for Early Retirement Incentive.

Sincerely,


Jody Weimer

Temporary Early Retirement Incentive Program

A Temporary Early Retirement Incentive Program (the "Program") shall be available to full time certified teachers ("Teachers") of Morrill Public Schools (the "District") during the 2020-2021 school year only. Teachers who will be age 55 or older as of May 20, 2021 **and** at that time will have completed at least ten (10) consecutive years of service as a certificated teacher to the District ("Eligible Employees") are eligible for the Program. Provided that, a Teacher is not an Eligible Employee and may not be a Participant (as defined below) if his or her contract is terminated or cancelled by the District pursuant to Nebraska law at or prior to the end of the 2020-2021 school year for any reason other than a reduction in force. Authorized leaves of absences shall not be considered when determining whether a Teacher has completed ten (10) consecutive years of service.

An Eligible Employee electing to participate in the Program (a "Participant") shall notify the Superintendent of Schools in writing **by March 26, 2021** of the Participant's retirement or resignation at the end of the 2020-2021 school year. The Participant's retirement or resignation shall be effective as of May 20, 2021.

The payment schedule is as follows:

Payment Schedule: Participants shall receive an incentive of **\$15,000** divided between **two (2) equal installments over a two (2) year period**. Payments shall be made by payroll check and thus reduced by the legally required withholdings and deductions. The installments shall be approved for payment during the October board meetings of 2021 and 2022 and paid with the October payroll.

Bonus Option: Participants who notify the Superintendent of Schools in writing by **February 15, 2021** of the Participant's retirement or resignation at the end of the 2020-2021 school year (effective May 20, 2021), will receive an additional **\$1000** added on to their incentive but payable in full with the first installment. This early notification bonus rewards Participants willing to grant us more time for planning and adjusting our necessary staffing needs.

Dear Mr. Sherwood:

I would like to inform you that I am resigning from my position as the 6th grade teacher at Morrill Elementary School effective at the end of the school year.

I would like to say thank you for the support and the opportunities that you have provided me during the last two years. I have truly enjoyed my tenure with Morrill Elementary School and the opportunities I've had to coach at the high school level. I am more than grateful for the encouragement you have given me in pursuing my professional and personal growth objectives.

If I can be of any assistance during this transition in order to facilitate the seamless passing of my responsibilities to my successor, please let me know. I would be glad to help however I can. Thank you again for the opportunity to teach here in Morrill. I won't forget the memories made and the tremendous staff I got the opportunity to work with.

Sincerely,

A handwritten signature in black ink that reads "Walker Britsch". The signature is written in a cursive style with a large initial 'W' and a long, sweeping underline.

Walker Britsch

March 21, 2021

Dear Morrill Board of Education,

Please accept my letter of resignation from my position as Agriculture Educator/FFA Advisor at Morrill Public Schools. I will finish the academic year and my final day of employment will be May 20th.

After much consideration, I have accepted a position within the agriculture industry.

I would like to first thank Tom Peacock for being encouraging and supportive of me over the last five years. His passion and dedication to the students in our school inspired me daily to push myself to become a better teacher. I would also like to thank the staff at Morrill High School. It has been an honor to work alongside such enthusiastic and passionate educators. Finally, I would like to thank the students for always giving their best and working hard. They are the reason I have enjoyed my time here, and they will be sorely missed.

I thank you for the opportunity to teach and make an impact on the students at Morrill High School. I wish everyone at Morrill good luck as they continue reaching new goals.

Sincerely,

A handwritten signature in cursive script that reads "Krystal Wilke". The letters are fluid and connected, with a prominent loop at the end of the last name.

Krystal Wilke

**Morrill Public Schools
Scotts Bluff County School District # 79-0011
ADMINISTRATOR'S CONTRACT**

THIS CONTRACT is made by and between the Board of Education of Scotts Bluff County School District 79-0011, a/k/a Morrill Public Schools ("District") and Jessica Stec, SECONDARY PRINCIPAL ("Administrator").

WITNESSETH: That the Board of Education hereby agrees to employ the Administrator as follows:
School Year begins on or about July 1, 2021 and ends on or about June 30, 2022, as assigned by the Board or Superintendent.

Days of service: 220 days.

Full time Equivalency: 1.0 FTE

Other Term: 90,000 ANNUALLY

1: Salary. The salary of the Administrator shall be payable in twelve (12) equal installments. The first installment shall be payable on the 20th day of JULY 2021, and the remaining installments shall be payable on or about the 20th day of each month thereafter. Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may be mutually agreed upon by and between the Board and Administrators or a duly recognized collective bargaining agent for said Administrators, and said agreement, when reduced to writing, and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof. This contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security/Medicare and Administrator's Retirement. Other deductions may be withheld as agreed to by the parties to this contract. Upon termination of this contract by the Board or the Administrator, the compensation shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to the number of days of service in the applicable contract year. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Administrator.

2: Duties. The Administrator hereby agrees to be governed by the policies of the Board of Education of the District. The duties to be performed by the Administrator shall be subject to assignment by the Superintendent or the Board. Days of service may be adjusted from year to year by the Board. The Administrator further agrees to devote full time during days of school to the Administrator's position and in all respects to diligently and faithfully perform the assigned duties to the best of the Administrator's professional ability. Regular dependable attendance is an essential function of the Administrator's position.

3: Extra Duty Assignments. In addition to the normal duties traditionally required of certificated employees, the Administrator may be assigned "extra duty" assignments by the District. Such assignments shall be upon such terms and conditions and at such additional rate of compensation as the Administrator and the District may agree upon; provided that the Administrator shall not unreasonably refuse to accept such assignments. Duty assignments which do not require a teaching or administrative certificate are on an at-will basis, shall be subject to removal without cause and shall not be subject to continuation or renewal as part of this Administrator's Contract.

4: Annual Paid Time Off (PTO) days / Sick days. The Administrator shall be allowed TEN (10) working days of PTO during the term of this contract permissibly used during the Teacher Contract Calendar. Any unused PTO days will roll over into the personal sick leave bank, subject to a maximum of sixty (60) accumulated sick days. Upon termination of employment, Administrator shall not be paid for any unused sick days. Because there are 260 "work days" in a calendar year the Administrator has 40 days of holiday/recess built into this contract. These 40 days maybe used any time throughout the year except on Student Contact / Teacher Contract days. Summer leave should not be scheduled when district meetings or administrator professional development is expected.

5: Contract Termination. The contract may be cancelled or terminated subject to required procedures in the event the Administrator violates any of the provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which disqualified to teach in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) 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. Non-renewal, suspension or to the disciplinary action may be enforced in accordance with applicable law.

6: Legal Requirements. The Administrator affirms that: (1) the Administrator 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 an greed that this contract is not valid until the required certificate is registered in accordance with laws and the Administrator shall not be compensated for any services performed prior to the date of registration of this certificate; (3) the Administrator 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 and (4) there shall be no penalty for release or resignation by the Administrator 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. It is understood that this contract is also subject to provisions of the School Administrators Retirement Act.

7: Renewal. Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference except as stated on such Renewal Agreement. Renewal Agreements must be executed and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen calendar days of receipt thereof from the District. Said Renewal agreement shall not be required to be signed by the Administrator prior to March 15. Failure to return the Renewal Agreement or an intent card by the required date shall constitute grounds for termination.

SUPERINTENDENT'S RECOMMENDATION OF APPROVAL

I, the undersigned, hereby recommend that the Board approve and execute this continuing Contract of Employment.

Superintendent: Joe Sherrod Date: 3-19-2021

Executed this ___ day of ___, 2021.

Jessica Stec, Jessica Stec, 7-12 Principal

BOARD OF EDUCATION, MORRILL PUBLIC SCHOOLS,
SCOTTS BLUFF COUNTY SCHOOL DISTRICT NO. 79-0011

Executed this ___ day of ___, 2021.

_____, David Sherrod, Chairman of the Board

ATTEST:

_____, Art Steiner, Secretary of the Board

**Morrill Public Schools
Scotts Bluff County School District # 79-0011
ADMINISTRATOR'S CONTRACT**

THIS CONTRACT is made by and between the Board of Education of Scotts Bluff County School District 79-0011, a/k/a Morrill Public Schools ("District") and **SUNNY EDWARDS, EARLY CHILDHOOD DIRECTOR** ("Administrator").

WITNESSETH: That the Board of Education hereby agrees to employ the Administrator as follows:
School Year begins on or about July 1, 2021 and ends on or about June 30, 2022, as assigned by the Board or Superintendent.

Days of service: **220 days.**

Full time Equivalency: **1.0 FTE**

Other Term: **90,000 ANNUALLY**

1: Salary. The salary of the Administrator shall be payable in twelve (12) equal installments. The first installment shall be payable on the 20th day of JULY 2021, and the remaining installments shall be payable on or about the 20th day of each month thereafter. Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may be mutually agreed upon by and between the Board and Administrators or a duly recognized collective bargaining agent for said Administrators, and said agreement, when reduced to writing, and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof. This contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security/Medicare and Administrator's Retirement. Other deductions may be withheld as agreed to by the parties to this contract. Upon termination of this contract by the Board or the Administrator, the compensation shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to the number of days of service in the applicable contract year. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Administrator.

2: Duties. The Administrator hereby agrees to be governed by the policies of the Board of Education of the District. The duties to be performed by the Administrator shall be subject to assignment by the Superintendent or the Board. Days of service may be adjusted from year to year by the Board. The Administrator further agrees to devote full time during days of school to the Administrator's position and in all respects to diligently and faithfully perform the assigned duties to the best of the Administrator's professional ability. Regular dependable attendance is an essential function of the Administrator's position.

3: Extra Duty Assignments. In addition to the normal duties traditionally required of certificated employees, the Administrator may be assigned "extra duty" assignments by the District. Such assignments shall be upon such terms and conditions and at such additional rate of compensation as the Administrator and the District may agree upon; provided that the Administrator shall not unreasonably refuse to accept such assignments. Duty assignments which do not require a teaching or administrative certificate are on an at-will basis, shall be subject to removal without cause and shall not be subject to continuation or renewal as part of this Administrator's Contract.

4: Annual Paid Time Off (PTO) days / Sick days. The EARLY CHILDHOOD Administrator shall be allowed FOURTEEN (14) working days of PTO during the term of this contract as the early childhood building has 254 student contact days. Any unused PTO days will roll over into the personal sick leave bank, subject to a maximum of sixty (60) accumulated sick days. Upon termination of employment, Administrator shall not be paid for any unused sick days. Because there are 260 "work days" in a calendar year the Administrator has 40 days of holiday/recess built into this contract. These 40 days maybe used any time throughout the year except on Student Contact / Teacher Contract days of the formal preschool calendar year. Summer leave should not be scheduled when district meetings or administrator professional development is expected.

5: Contract Termination. The contract may be cancelled or terminated subject to required procedures in the event the Administrator violates any of the provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which disqualified to teach in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) 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. Non-renewal, suspension or to the disciplinary action may be enforced in accordance with applicable law.

6: Legal Requirements. The Administrator affirms that: 9) the Administrator 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 laws and the Administrator shall not be compensated for any services performed prior to the date of registration of this certificate; (3) the Administrator 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 and (4) there shall be no penalty for release or resignation by the Administrator 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. It is understood that this contract is also subject to provisions of the School Administrators Retirement Act.

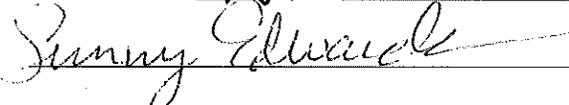
7: Renewal. Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference except as stated on such Renewal Agreement. Renewal Agreements must be executed and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen calendar days of receipt thereof from the District. Said Renewal agreement shall not be required to be signed by the Administrator prior to March 15. Failure to return the Renewal Agreement or an intent card by the required date shall constitute grounds for termination.

SUPERINTENDENT'S RECOMMENDATION OF APPROVAL

I, the undersigned, hereby recommend that the Board approve and execute this continuing Contract of Employment.

Superintendent:  Date: 3-29-2021

Executed this 29th day of March, 2021.

, Sunny Edwards, Early Childhood Director

**BOARD OF EDUCATION, MORRILL PUBLIC SCHOOLS,
SCOTTS BLUFF COUNTY SCHOOL DISTRICT NO. 79-0011**

Executed this ___ day of _____, 2021.

_____, David Sherrod, Chairman of the Board

ATTEST:

_____, Art Steiner, Secretary of the Board

**Morrill Public Schools
 Certified Staff Salary Confirmation
 2021-22 School Year**



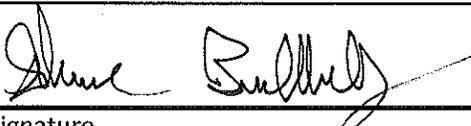
Employee Name

Shane Buchholz

This document serves as a confirmation of the salary amount(s) that will be paid to you for the 2021 -2022 school year as agreed to in the Negotiated Agreement, Teacher Agreement, Renewal Agreement, Addendums and/or and/or Extracurricular Employment Agreements:

| | | | |
|---|-----------|------------------------|----------------------|
| Placement of the salary schedule for 2021 -2022 school year is: | | | <u>BA +9, Step 7</u> |
| base salary of | 35,250.00 | for a salary totaling: | \$ 46,353.75 |
| your salary structure index is: | 1.315 | Total Contract Days | 204 |
| plus extended contract | 20 | | 5,038.40 |
| Fringe Benefit Stipend | 251.92 | | 10,500.00 |
| plus up to 30 Extended Contract Days paid on the 20th of each preceding month | | | |
| TOTAL TEACHING SALARY | | | 61,892.15 |
| Extra Duty Stipend Base Salary | | \$35,000.00 | |
| FFA Sponsor | 1 year | 12% | \$4,200.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | \$4,200.00 |
| Total Annual Gross: | | | \$66,092.15 |
| Monthly Amount: | | | \$5,507.68 |

I confirm/agree that the amounts shown above are accurate according to the Negotiated Agreement:



 Signature

_____ Date

TEACHER'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of Scotts Bluff County School District 79-0011, a.k.a Morrill Public Schools ("District") and Shane Buchholz (Teacher").

WITNESSETH: That the Board of Education hereby agrees to employ the Teacher as follows:

- School Year begins on or about August 11, 2021 and ends on or about May 19, 2022, subject to Board modification;
• Days of service: 184 including at least 175 teaching days, subject to terms of the negotiated agreement; Full time Equivalency (FTE) of 1.0;
• Teacher's salary schedule placement: BA+ 9, Step 7 (\$46,353.75) (subject to final terms of the negotiated agreement for the applicable contract year between the Board and the bargaining unit representing the certificated employees of the District. The teacher's salary schedule placement and other terms of employment may be set forth on the Annual Supplemental Renewal form to be executed subsequent to this Teacher's Contract. Written verification of additional graduate hours must be given to the Superintendent on or before the 20th day of June in the year this Contract is signed in order to be considered for salary movement;
• Extended Contract 20 days
• Other terms: Additional Extended Contract up to 30 days. These will be student contact days accrued on days K-12 staff are not in contact with students during the 184 day calendar or extending into the summer. These days will be payable on the 20th of each month for the preceding calendar month.

FIRST: Salary. The salary of the teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 20th day of September, and remaining installments shall be payable on the 20th day of each month thereafter. Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may be mutually agreed upon by and between the Board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing, and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof. This contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security, Medicare, and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties to this contract. Upon termination of this contract by the Board or the Teacher, the compensation shall be an amount which bears the same ratio to the early salary herein specified as the number of days of service to the date of such termination bears to the number of days of service in the applicable contract year. Any unearned fractional portion of an installment paid, but not earned prior to termination of the contract, shall be refunded by the Teacher.

SECOND: Duties. The Teacher hereby agrees to be governed by the policies of the Board of Education of the District. The duties to be performed by the Teacher shall be subject to assignment by the Superintendent or the Board. Days of service may be adjusted from year to year by the Board. The Teacher further agrees to devote full time during days of school to the Teacher's position and in all respects to diligently and faithfully perform the assigned duties to the best of the Teacher's professional ability. Regular dependable attendance is an essential function of the Teacher's position.

THIRD: Extra-Duty Assignments. In addition to the normal duties traditionally required of certificate employees, the Teacher may be assigned "extra duty" assignments by the District. Such assignment shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon; provided that the Teacher shall not unreasonably refuse to accept such assignments. Duty assignments which do not require a teaching or administrative certificate are on an at-will basis, shall be subject to removal without cause and shall not be subject to continuation or renewal as part of this Teacher's Contract.

FOURTH: Contract Termination. The contract may be cancelled or terminated subject to required procedures in the event the Teacher violates any of the provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which substantially inhibits the Teacher's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to teach in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) 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. Non-renewal, suspension or other disciplinary action may be enforced in accordance with applicable law.

FIFTH: Legal Requirements. The Teacher affirms that: (1) the Teacher 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 extension 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 Teacher shall not be compensated for any services performed prior to the date of registration of this certificate; (3) the Teacher 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; and (4) there shall be no penalty for release or resignation by the Teacher 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. It is understood that this Contract is also subject to provisions of the School Teachers Retirement Act.

SIXTH: Renewal. Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference except as stated on such Renewal Agreement. Renewal Agreements must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen calendar days of receipt thereof from the District. Said Renewal agreement shall not be required to be signed by the Teacher prior to March 15. Failure to return the Renewal Agreement or an intent card shall constitute grounds for termination.

The failure to return a signed copy of this contract to the Business Office or the Superintendent of the District on or before 4 p.m. on March 26, 2021 may constitute a rejection by the Teacher of the offer of employment.

3/25/2021
Executed 2021

Shane Buchholz
Teacher Signature

Executed 2021

President of Board of Education

Attest: 2021

Secretary of Board of Education

shall be credited at the rate of one year of experience for each year of employment.

9. COVERING CLASSES

9.1 Any teacher that covers a class for another teacher during their planning period(s) will receive \$30.00. Any teacher covering a class or classes beyond their planning period will receive the same pay as a substitute. Half-day coverage will result in half-day substitute pay and full-day coverage will result in full-day substitute pay, limited to one stipend per teacher, per day.

10. EXTRA DUTY SCHEDULE

10.1. The Extra Duty Schedule will be calculated as a percentage of the base salary of the previous year. The Extra Duty will be divided into the following Categories:

10.1.1. Category I

- 10.1.1.1. Head Football Coach
- 10.1.1.2. Head Volleyball Coach
- 10.1.1.3. Head Boys' Basketball Coach
- 10.1.1.4. Head Girls' Basketball Coach
- 10.1.1.5. Head Track
- 10.1.1.6. Head Wrestling
- 10.1.1.7. Head Cross Country
- 10.1.1.8. Head Speech
- 10.1.1.9. Concession Director
- 10.1.1.10. Junior Class Sponsor (Equal Shares if more than one sponsor)
- 10.1.1.11. Honor ~~Band/Pep Band~~ *Choir/Before & After School / National Anthem*
- 10.1.1.12. FFA Sponsor

10.1.2. Category II

- 10.1.2.1. Head Golf
- 10.1.2.2. One-Act Play Director
- 10.1.2.3. All-School Play Director
- 10.1.2.4. ~~Vocal/Show Choir or before school elementary~~
- 10.1.2.5. Detention Supervisor

10.1.3. Category III

- 10.1.3.1. Assistant Football Coach
- 10.1.3.2. Assistant Volleyball Coach
- 10.1.3.3. Assistant Boys' Basketball Coach
- 10.1.3.4. Assistant Girls' Basketball Coach
- 10.1.3.5. Assistant Wrestling Coach
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