

SUPERINTENDENT'S CONTRACT
OF EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of the Syracuse-Dunbar-Avoca School District No. 27, located in Otoe County, in the State of Nebraska, hereinafter referred to as "the Board", and Brad Buller, 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 19th day of November, 20 18, the Board hereby agrees to accept such employment subject to the following terms and conditions:

Section 1. Term of Contract. The Superintendent shall be employed for a period of three years, beginning on the 1st day of July, 20 19, and expiring on the 30th day of June, 20 22.

Section 2. Salary. An annual salary of \$ 170,474.00 shall be paid the first year of the contract. The second year's salary of the contract shall be negotiated in November of 2019. The Superintendent agrees to perform faithfully the duties of the Superintendent of Schools in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. The superintendent is given the option to designate part of his annual salary to be invested in a tax-exempt deferred income retirement plan of his choice. If the superintendent makes this election, he shall inform the Board Secretary of the amount to be so invested by September 1 of each year and the District will pay that amount to the designated company by October 1 of each year. The annual salary shall be paid in twelve equal installments beginning July 15, 2019. The Board retains the right to adjust the Superintendent's annual salary upward during the term of this Contract, as an amendment thereto, without such adjustment constituting a new contract or extending the length of this Contract. The Superintendent's salary shall not be reduced during the term of this Contract. The Superintendent may serve as the Secretary of the Board of Education if elected for the annual fee of \$ 1,200.00 which would be included in the annual salary shown above.

Section 3. Professional Status. The Superintendent hereby affirms that he is not under contract with another school board or board of education covering any part of or all of the same term provided in this Contract. The Superintendent further affirms that throughout the term of this Contract, he will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, which certificate shall be registered in the office of the County Superintendent of Schools in Otoe County as required by law.

Section 4. Superintendent's Duties. The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff of the district in a manner which in his judgment best serves the schools of the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him with the assistance of his staff. The Superintendent shall have responsibility for selection, placement, and transfer of personnel. He shall be responsible for initiating all personnel matters which require action by the Board, which includes making recommendations to the Board concerning the termination or discharge of any personnel. The

Superintendent agrees to devote his time, skill, labor, and attention to his duties as Superintendent of Schools throughout the term of this Contract.

Section 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 parties agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 6. Discharge. Throughout the term of this Contract, the Superintendent may be discharged if he materially breaches any provision of this Contract, or performs any act which substantially inhibits his ability to discharge his duties as Superintendent, including but not limited to (a) incompetence, (b) immorality, (c) intemperance, (d) cruelty, (e) conviction of a felony, (f) neglect of duty, (g) general neglect of the business of the District, (h) unprofessional conduct, and (i) physical or mental incapacity. The Board shall not act arbitrarily or capriciously in calling for discharge of the Superintendent and under no circumstances shall a discharge be effective unless the Superintendent has been given a specific statement of the cause or causes for discharge in writing and due notice of an opportunity for a hearing before the Board. The hearing shall be held before the Board and may be in a closed or open session, at the option of the Superintendent; provided that in the event of a hearing in closed session, no formal action shall be taken by the Board on the evidence presented at such hearing until the Board shall have reconvened in open session. The Board shall appoint an attorney-at-law, who has never represented the District or any member of the Board in any capacity, to act as the presiding hearing officer at such hearing. The hearing officer shall formulate the procedural rules for the hearing, shall be in charge of the conduct of the hearing and shall have the power to rule on all objections. The Superintendent may at his cost and expense be represented by legal counsel at the hearing. During the hearing evidence in support of the cause or causes for discharge shall be presented and the Superintendent shall be afforded a reasonable opportunity to present evidence in his behalf. After the hearing, the Board shall render its decision and if such decision is adverse to the Superintendent, the Board shall submit a written memorandum of decision setting forth the reasons for the decision and the evidence relied upon. The fees and expenses of the hearing officer shall be paid by the District. Nothing contained herein shall prevent the suspension of the Superintendent, with pay, from his duties during the pendency of proceedings under this section.

Section 7. Disability. Should the Superintendent be unable to perform his duties by reason of illness, accident or other disability beyond his control, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may in its discretion terminate this Contract, whereupon the respective rights, duties and obligations of the parties thereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 8. Physical Examination. The Superintendent shall be provided a comprehensive physical examination performed by a licensed physician once each year during the term of this Contract. A written report by the physician performing each such examination certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board and treated as confidential information by the Board. The cost of such physical examinations and physician's reports shall be paid by the District.

Section 9. Transportation. The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the rate negotiated with the professional teaching staff.

Section 10. Professional Development. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, and the expenses of attendance shall be paid by the District. The Board shall provide for the expenses (transportation, registration, meals, and lodging) of the superintendent to attend a national convention on an annual basis.

Section 11. Fringe Benefits. The Superintendent shall receive all fringe benefits of employment which are granted other certificated employees of the District excluding the in lieu of health insurance stipend. In addition to said fringe benefits, the District shall provide the Superintendent with a \$100,000.00 term life insurance policy. Membership dues to NCSA and AASA shall be paid by the 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 expiration of the 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. Upon unlawful termination of this contract for any reasons, 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 shall be refunded by the Superintendent.

Section 14. Renewal of Contract after Contract Expiration Date. The President of the Board shall, not later than the third Monday of November, 20 18 notify the Superintendent in writing of the Board's intention not to renew this Contract. Failure to notify the Superintendent shall result in an automatic renewal of this Contract for a period of one year from and after the contract expiration date provided in Section 1 of this Contract.


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

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


Section 17. Severability. 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.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the Board this 19th day of November, 2018.




President or Chairman
Board of Education



Secretary
Board of Education

Executed by the Superintendent this 27th day of November 2018.



Superintendent

Superintendent Pay Transparency Notice—Approved Contract or Amendment

Notice is hereby given that the Board of Education has approved a Superintendent employment contract. The estimated costs to the District are:

Year 1

	Employer Share	Miscellaneous
Salary	\$170,474.00	
SS*	7,254.00	
Medicare - 1.45%	2,471.87	
Retirement - 9.8778%	16,839.08	
Annuity		
NCSA Dues	335.00	
AASA Dues		
Fringe Benefit/Cafeteria Plan Stipend		
Health Insurance		
Dental Insurance		
LTD * (% rate of salary+benefits) 0.33	562.56	
Life	200.00	
Cell Phone		
Relocation Reimbursement		
Mileage reimbursement	2,700.00	
Total Cost to School District	\$200,836.52	

Year 2

	Employer Share	Miscellaneous
Salary	\$170,474.00	
SS*	7,254.00	
Medicare - 1.45%	2,471.87	
Retirement - 9.8778%	16,839.08	
Annuity		
NCSA Dues	335.00	
AASA Dues		
Fringe Benefit/Cafeteria Plan Stipend		
Health Insurance		
Dental Insurance		
LTD * (% rate of salary+benefits) 0.33	562.56	
Life	200.00	
Cell Phone		
Relocation Reimbursement		
Mileage	2,700.00	
Total Cost to School District	\$200,836.52	

Year 3

	Employer Share	Miscellaneous
Salary	\$174,474.00	
SS*	7,254.00	
Medicare - 1.45%	2,529.87	
Retirement - 9.8778%	17,234.19	
Annuity		
NCSA Dues	335.00	

AASA Dues			
Fringe Benefit/Cafeteria Plan Stipend			
Health Insurance			
Dental Insurance			
LTD * (% rate of salary+benefits)	0.33	575.76	
Life		200.00	
Cell Phone			
Relocation Reimbursement			
Mileage		2,700.00	
Total Cost to School District		\$205,302.83	