

Bruning-Davenport Unified School District
Class II School District
Contract of Superintendent

THIS CONTRACT is made by and between the Board of Education of the Bruning-Davenport School District, located in Thayer County, in the State of Nebraska, hereinafter referred to as “the Board,” and Trudy K. Clark, 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 8th day of January, 2018, the Board hereby agrees to employ the Superintendent, and the Superintendent 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 1 year(s), beginning on the 1st day of July, 2018, and expiring on the 30th day of June 2019.

Section 2. Salary. Bruning-Davenport Unified School District agrees to employ the Superintendent on a full time Contract basis. The employment shall be for a period of one school year, which shall begin on or about July 1, 2017 and end on June 30, 2018. This year’s salary will be \$118,000.

Section 3. Professional Status. The Superintendent hereby affirms that he/she 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/she will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, which certificate shall be on file in the central administration office of the school district.

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/her 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/her with the assistance of his/her staff. The Superintendent shall have the responsibility for selection, placement and transfer of personnel. He/she 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/her time, skills, labor and attention to these duties as Superintendent of Schools throughout the term of this contract; however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. The duties of the Superintendent as set forth herein shall not be substantially changed during the continuance of this Contract without the consent of the Superintendent by amendment to this Contract as provided in Section 17 hereof.

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 criticism, complaints and suggestions called to its attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 6. Discharge. The Contract of the Superintendent may be canceled or amended by a majority of the members of the School Board during the term of the Contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) intemperance; or (k) conviction of a felony. The procedures for cancellation during the term of the contract shall be in accordance with the applicable Nebraska Revised Statutes.

Section 7. Physical Examination. The Superintendent agrees to have a comprehensive physical examination performed by a licensed physician once each year during the term of the Contract. A written report by the physician performing each such examination certifying to the physical competence 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 examination and physician's report shall be paid by the District.

Section 8. Transportation. The Board shall provide the Superintendent with the use of the District's car for daily travel.

Section 9. Annual Vacation and Sick Leave. The Superintendent shall be allowed 20 working days of vacation leave during each year of this Contract to be used in a manner and at times selected by him/her. The Superintendent shall be entitled to 10 working days of sick leave during each year of this Contract. The Superintendent may accumulate such sick days as are not used to a maximum of 50 days. For the purpose of this section, the term 'working days' shall not include any Saturday, Sunday or legal holiday.

Section 10. Professional Development. The Superintendent shall attend appropriate professional meetings at the local, state and nation levels, including 2 Superintendent conferences, provided that such attendance does not interfere with the proper performance of his/her duties under this Contract. The expenses of attendance, including registration costs, when attendance has been authorized by the Board of Education, shall be paid by the District.

Section 11. Fringe Benefits. The Superintendent shall receive all fringe benefits of employment which are granted other certified employees of the District and may combine any or all of these benefits to be part or all of the salary. In addition to said fringe benefits, the District shall provide the Superintendent with the following benefits:

1. Dues paid to NCSA
2. Teacherage provided free
3. Administrative car provided
4. Free lunches

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 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 shall be refunded by the Superintendent.

Section 14. Renewal of Contract After Contract Expiration Date. The Secretary of the Board shall, not later than the 15th day of January, 20 19, notify the Superintendent in writing of the Board's intention not to renew this Contract. Failure to so 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. Amendment 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 8 day of January, 2018.

President, Board of Education

Secretary, Board of Educaiton

EXECUTED BY THE SUPERINTENDENT this _____ day of _____, 20 ____ .

Superintendent