

SUPERINTENDENT'S CONTRACT

SILVER LAKE PUBLIC SCHOOL

This contract is made by and between the **Board of Education of the Silver Lake Public School District No. 01-0123**, located in Adams County in the State of Nebraska, hereinafter referred to as "the board", and **Terence Bauer** hereinafter referred to as "The Superintendent".

WITNESSETH:

WHEREFORE, the Board is desirous of securing a Superintendent of Schools to supervise and direct the schools and the educational programs of the District under the general supervision of the District's School Board.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Board hereby employs the Superintendent as Superintendent of Schools in and for said District, and the superintendent hereby accepts such employment upon the terms and conditions:

Section 1. Terms of Contract. The Superintendent shall be employed for a period of two (2) years beginning on the first day of July 2021 and expiring on the 30th day of June 2023.

Section 2. Salary. In consideration of salary of \$115,000.00 to be paid from July 1, 2021 through June 30, 2022, the Board will renegotiate the Superintendent's salary for the 2nd year which will be paid from July 1, 2022 through June 30, 2023 and further agreements and considerations hereinafter stated, 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 there under.

Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District. 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 an adjustment constituting a new contract or extending the length of this Contract. Extra duty assignments shall be paid in accordance with the local teachers' Negotiated Agreement. The Superintendent's salary shall not be reduced during the term of this contract.

Section 3. Moving Allowance. Not Applicable

Section 4. Professional Status. The Superintendent hereby affirms that he is not under contract with another school board of education covering any part or all of the same term provided in this Contract. Superintendent further affirms that through the terms of this Contract he will hold a valid Administrative and Supervisory Certificate with a superintendent endorsement in the State of Nebraska, which certificate shall be registered in the office of the County Superintendent of Schools.

Section 5. Superintendent's Duties. The duties of the Superintendent shall be prescribed in the Board of Education Policy Manual, and the District's evaluation documents, which duties are incorporated by reference into this Contract as if set forth verbatim herein. The Superintendent agrees to devote his time, skill, labor, and attention to his duties as Superintendent of Schools throughout the term of this Contract; provided, 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 set forth in the Board of Education Policy Manual shall not be changed during the continuance of this Contract without the mutual consent of the Superintendent and the Board of Education.

The duties of the Superintendent as set forth in the Board of Education Policy Manual and as incorporated in the District's superintendent evaluation documents, may be changed from time-to-time, but not without the written consent of the Superintendent during the course of a contract year.

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 of the District and shall have primary responsibility for implementation of Board Policy. The parties agree, individually and collectively, not to interfere with or usurp duties or responsibilities of the other party. The Board, individually and collectively, will promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study, and/or recommendations as appropriate.

Section 7. Discharge. The employment and Contract of the Superintendent may be canceled during the course of this Contract for: (a) incompetence; (b) immorality; (c) unprofessional conduct; (d) physical or mental incapacity; (e) conviction of a felony; or (f) any other conduct which substantially impairs the ability of the Superintendent to carry out his duties as prescribed by this Contract.

This Contract and the employment of Superintendent may be non-renewed as provided by law and Section 16 of this Contract.

Section 8. Disability. Should the Superintendent be unable to perform his duties by reason of illness, accident or other disability beyond his control, and such disability is permanent, irreparable or of such a nature as to make performance of his duties impossible, the Board may, in its discretion, cancel this Contract and terminate the employment of the Superintendent as provided by law.

Section 9. Transportation. The Board shall provide transportation or reimburse the Superintendent at the mileage rate established by the State of Nebraska.

Section 10. Annual vacation and sick leave. It is agreed by and between the parties that Superintendent shall provide 240 service days annually to the District, subject to an allowed twenty-five (25) working days of vacation leave during each year and ten (10) sick days each year of this Contract. Superintendent can accumulate sick leave to 40 days sick leave. For purpose of this section, the term "working days" shall not include any legal holiday for those days off work afforded other professional staff that occurs during the regular school term.

Section 11. Fringe Benefits. The District shall pay the premium for employee/family health insurance and employee dental insurance for such policy as is provided to the certificated employees of the District pursuant to the Negotiated Agreement of the District with the certificated employees of the District.

Section 12. Professional Development. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, and the District shall pay expenses of attendance.

Section 13. Association Dues. The Board agrees to pay on behalf of the Superintendent the annual dues for membership in the Nebraska Council of School Administrators and American Assn. of School Administrators.

Section 14. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Superintendent from this Contract; provided, however, no resignation shall become effective until accepted by the Board.

Section 15. 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 annual salary specified as the number of days work by the Superintendent bears to the total number of service days required to be worked by the Superintendent. Any portion of salary paid but not earned prior

to the date of termination of the Contract shall be refunded by the Superintendent. There will be no compensation for unused sick leave or vacation.

Section 16. Renewal of Contract after Contract Expiration Date. The Secretary of the Board shall, not later than the 15th day of January of each year, notify the Superintendent, in writing, of the Board's intentions not to renew the third year of 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 17. Governing Laws. All applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract shall govern the parties.

Section 18. Amendments to be in Writing. This Contract may be modified or amended only in written form and duly authorized and executed by the Superintendent and the Board.

Section 19. 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.

Section 20. Acceptance Date. The Superintendent shall accept and deliver one signed copy of this Contract to the Board of Education on or before February 23rd. Failure to return one signed copy by the date shall make this Contract null and void.

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

Leon Lutkemeier 1-18-2021
Chairman, Board of Education

DATED: 1/18/2021

Jerry A. Bauer
Superintendent

DATED: 2/19/2021

[Signature]
Secretary, Board of Education

DATED: 1-29-2021