

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT 2023-26
DOUGLAS COUNTY SCHOOL DISTRICT 28-0054 (RALSTON PUBLIC SCHOOLS)**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 9th day of January, 2023 by and between the Board of Education of Douglas County School District 28-0054, (the "Board"), and Jason Buckingham (the "Superintendent").

RECITALS

WHEREAS, the Board desires to enter into this Agreement for the employment of the Superintendent and the Superintendent desires to become employed in order to render services for School District No. 28-0054 of Douglas County, Nebraska (the "District") on the terms and conditions set forth in this Agreement.

In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. ***Superintendent's Duties.*** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote his or her full time, skill, labor and attention to his or her duties throughout the Term (hereinafter defined). He or she shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board may assign him or her from time to time. Subject to advance approval by the Board, he or she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations so long as they do not interfere with carrying out his or her duties and obligations to the District. Provided, Board approval shall not be required for such work which the Superintendent performs during his or her vacation time.

2. ***Professional Status.*** The Superintendent affirms that he or she is not under contract with any other school board or board of education covering any part or all of the same term provided in this Agreement. Throughout the Term (hereinafter defined), he or she will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he or she will register and maintain on file in the central administrative office of the District. This Agreement shall not be valid prior to the date that he or she registers his or her certificate and the Board will not compensate him or her for any services performed prior to that date.

3. ***Board-Superintendent Relationship.*** The Board shall be primarily responsible for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. He or she shall organize, reorganize, and arrange the administrative and supervisory staff, and select, place and transfer personnel with the concurrence of the Board. He or she is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

4. ***Base Salary.*** The Superintendent's annual base salary shall be \$198,000.00, unless and until adjusted as set forth below (the "Base Salary"). The Superintendent's annual base salary for 2024/2025 shall be \$203,940.00 and for 2025/2026 shall be \$210,058.00. The Superintendent's

Base Salary shall be paid, less applicable withholdings, in 12 equal monthly installments beginning in the month of July 2023. The Board shall pay the net salary in equal installments on the District's regular pay dates for professional staff employees of the District. During the term of this Agreement, the Board shall not reduce the Superintendent's Base Salary or fringe benefits, but may increase any or all of the same through an amendment hereto without such amendment requiring a hearing or extending the term of this Agreement.

5. ***Fringe Benefits.*** During the Superintendent's employment with the District, the Superintendent shall be eligible to participate in any employee benefit plans and programs generally made available to similarly situated employees of the District as described in the "Administrative Handbook (Certified Administrators Salary and Fringe Benefits)" attached hereto as Exhibit "A" (the "Benefits Summary"). All benefits outlined in the Benefits Summary shall be provided in a manner consistent with the terms and conditions of the applicable benefit plans or programs listed therein. The District reserves the right to modify, alter, or discontinue any benefits listed in the Benefits Summary at any time in its sole discretion. In the event of any conflict between the Agreement and the Benefits Summary, the terms of this Agreement shall control.

6. ***Term.*** The term of this Agreement shall commence on July 1, 2023 and shall continue through June 30, 2026 (the "Initial Term"), unless earlier terminated upon the first to occur of the events set forth below. On or before the expiration of the Initial Term, the Board may extend the term of the Agreement for an additional year (the "Extended Term") (the Initial Term and the Extended Term collectively referred to herein as the "Term"), unless earlier terminated upon the first to occur of the events set forth below. In the event the Agreement is not terminated as set forth in this Section, the Agreement shall expire and terminate automatically at the end of the Term and in accordance with the laws of the state of Nebraska. The events for which the Agreement may be terminated prior to the end of the Term are as follows:

a. **Death or Disability.** The date of the Superintendent's death or the Superintendent's physical or mental disability which prevents the Superintendent from performing the essential functions of the Superintendent's duties as an employee of the District, with or without reasonable accommodation as defined by the Americans with Disabilities Act.

b. **For Cause.** At the election of the Board, and subject to the provisions of this Section 6(b) and the laws of the state of Nebraska, the Superintendent may be terminated for Cause at any time by the Board immediately upon written notice. For purposes of this Agreement, "Cause" for termination shall be deemed to exist in the event the Board, in its sole discretion, determines that the Superintendent has engaged in or exhibited any of the following: (i) incompetence; (ii) neglect of duty, gross negligence, or willful misconduct; (iii) unprofessional conduct; (iv) immorality, conduct involving moral turpitude, dishonesty, or fraud; (v) conviction of, or plea of guilty or no contest to, any felony; (vi) physical or mental incapacity which causes an inability to perform the necessary functions of the Superintendent position; (vii) cancellation, termination, revocation, or suspension of any certification required to act as the Superintendent; (viii) failure to give evidence of professional growth as approved by the Board; (ix) other conduct which interferes substantially with the continued performance of duties; (x) any conduct that is materially harmful to students or the District; or (xi) any breach of the material terms of this Agreement.

c. **Resignation.** At any time; provided, however, such resignation shall not become effective until expiration of the Term unless an earlier date is accepted by the Board and there shall be no penalty for such release from this Agreement.

d. **Mutual Agreement.** At any time upon the mutual written agreement of the parties.

7. **Transportation.** The Board shall reimburse the Superintendent for mileage required in the performance of his or her official duties at a rate approved by the Board.

8. **Deductions.** This Agreement shall conform to the statutes and regulations governing deductions from compensation. The District may withhold other deductions as the Superintendent and Board may agree.

9. **Payments Upon Termination.** Upon lawful termination of this Agreement for any reason, the Superintendent shall be paid his or her Base Salary, unreimbursed business expenses, and benefits through the date of termination. The termination of the Superintendent's benefits shall be determined in accordance with the applicable benefit plans or policies then in effect. The Superintendent shall refund any portion of the Base Salary and benefits paid but not earned, prior to the date of termination of this Agreement. Upon termination, he or she shall be paid for any unused vacation days at the daily compensation rate. Except as expressly stated in this Section 9, neither the Board nor the District shall have any other obligation to the Superintendent in the event of a termination of this Agreement.

10. **Evaluation.** The Board shall evaluate the Superintendent at least once each year no later than the Board's June monthly meeting. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with documentation to support their effort of evaluation. This documentation may be in addition to other materials requested by the Board to support the evaluation effort.

11. **Indemnification.** To the extent permitted by law, the Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity, or in the Superintendent's official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of the Superintendent's employment. Notwithstanding anything herein to the contrary, this Section shall not apply to legal actions including, but not limited to, professional practice complaints, initiated by the Board against the Superintendent.

12. **Physical or Mental Examination.** If the request is job related and consistent with business necessity (such as a reasonable belief based on objective evidence that the Superintendent's ability to perform the essential functions of his or her position may be impaired by a medical condition), the Board may require the Superintendent to undergo a physical or mental health examination by a health care provider of the Board's choosing. The health care provider will be asked to report to the Board whether the Superintendent is able to perform the essential functions of his or her position with or without reasonable accommodation.

13. **Governing Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska. Each party agrees that any action by either party to enforce the terms of this Agreement may be brought by the other party in an

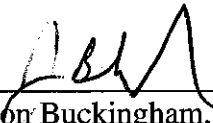
appropriate state or federal court in Douglas County, Nebraska and waives all objections based upon lack of jurisdiction or improper or inconvenient venue of any such court.

14. **Entire Agreement.** This Agreement, including the initial paragraph, the recitals, and the Exhibit to this Agreement, each of which are hereby incorporated by this reference, contains the entire understanding of the parties, supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof, and may not be amended except by a written instrument hereafter signed by the Superintendent and a duly authorized representative of the Board (other than the Superintendent).

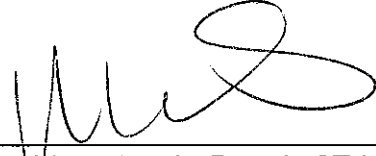
15. **Severability.** If any portion of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of its remaining provisions.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 28-0054 OF
DOUGLAS COUNTY, NEBRASKA



Jason Buckingham, Superintendent

By: 

President, For the Board of Education

EXHIBIT "A"

ADMINISTRATIVE HANDBOOK (CERTIFIED ADMINISTRATORS SALARY AND FRINGE BENEFITS)

Certified Administrators Salary and Fringe Benefits 2023-2024

Benefits:

Total administrative compensation includes salary compensation plus the following fringe benefits.

Mileage

Administrators may submit mileage on a quarterly basis for approved travel outside the district.

Professional Dues:

The district will budget \$650 for professional dues to be used for membership in professional organizations. This amount is budgeted in the general fund and will be paid to the organization by the district in the administrator's name.

Tuition Reimbursement:

Administrators will be reimbursed for up to 12 hours of graduate level course work beyond a Masters, prorated to the employee's FTE status. No more than nine credit hours may be reimbursed during one contract year. The cost of tuition will be based upon the cost of such tuition credit hours at the University of Nebraska-Omaha, or for the actual cost of the tuition, (whichever is lower), less the amount of scholarships or grants applicable to such credits. The maximum number of hours for which an employee may seek reimbursement during his/her employment with the district is 12 hours (prorated to the employee's FTE status) during his or her employment with the district in any capacity at any time, whether such employment is one continuous period or two or more non-consecutive periods of employment. If the cost of a tuition credit hour at the University of Nebraska-Omaha increases during the contract year, the total allowable reimbursable cost for credit hours under this provision shall increase accordingly. The employee must pay for the tuition initially. Upon completing the course with a grade of "B" or above, the employee must submit a receipt for the tuition payment and a final grade card evidencing

successful completion of the course within 180 days from the date of the last class. The reimbursement shall be limited to actual tuition costs exclusive of additional fees, lab costs and other course related expenses.

Term Life Insurance:

The Board will provide and pay \$120,000 group term life insurance for each administrator under the age of 70 years. At age 70, the life insurance benefit will reduce to \$78,000, and at 75, the benefit reduces to \$60,000. Each administrator shall be permitted to purchase additional term insurance at his or her own expense as may be permitted by the terms of the insurance policy.

Health and Accident Insurance:

The Board shall provide health and accident insurance for each employee; provided, however, that the Board reserves the right to select a different carrier than Educators Health Alliance (EHA), provided only that the coverage and benefits are comparable to those provided in said EHA and could only change at the beginning of a new contract year.

(1) The Board will provide each employee with EHA \$1,050 Deductible PPO Group Health Coverage for which they qualify, including individual PPO dental insurance coverage (100% A, 75% B with 50% C coverage). Each employee qualifying for employee coverage will pay 4% per month of the monthly premium. Employees who qualify for employee and child(ren) coverage, will pay 4.5 % per month of the premium. Employees who qualify for employee and spouse coverage will pay 6% per month of the monthly premium. Each employee qualifying for employee, spouse and child(ren) coverage will pay 8.75% per month of the premium. Employees who qualify for employee, spouse and child(ren) coverage or employee and children coverage or employee and spouse coverage, but elect to take individual employee coverage and the \$1000 election, will pay 4.5% per month of the premium. New employees are not covered by Health Insurance until September 1. If hired after the start of the school year, coverage begins on the first day of the month following employment.

(2) Eligible employees may choose the HSA Eligible \$3,500 Deductible Dual Choice Plan in lieu of the EHA \$1,050 Deductible PPO Group Health Coverage for which they qualify. Each employee qualifying for employee coverage will pay 4% per month of the monthly premium. Employees who qualify for employee and child(ren) coverage, will pay 4.5 % per month of the premium. Employees who qualify for employee and spouse coverage will pay 6% per month of the monthly premium. Each employee qualifying for employee, spouse and child(ren) coverage will pay 8.75% per month of the premium. Employees who qualify for employee, spouse and child(ren)

coverage or employee and children coverage or employee and spouse coverage, but elect to take individual employee coverage and the \$1000 election, will pay 4.5% per month of the premium. Employees choosing the HSA Eligible \$3,500 Deductible Dual Choice Plan will have the difference in premium deposited monthly into an established Health Savings Account or HSA. Employees choosing the HSA Eligible \$3,500 Deductible Dual Choice Plan may not participate in the flexible spending account Program but may elect to have additional funds deposited into their established HSA.

(3) Part-time employees will be provided coverage with the Board payment prorated to the employees' assigned FTE as allowed per the Master Contract of the carrier.

(4) A qualifying employee may, upon making written application by September 1, elect to receive from the district a \$2,750 (Two Thousand Seven Hundred and Fifty) credit to an individual flexible spending account in lieu of Group Health coverage. The amount of the payment would be prorated for a part-time employee who elects this option. The District will pay the \$2,750 ratably over the contract year. Any qualifying employee who elects to receive such payments in lieu of health insurance coverage will sign a waiver of insurance that will be placed in the employee's file.

(5) When two employees who are married to each other are both working for the School District of Ralston and qualify for employee, spouse and child(ren) health insurance coverage, the married couple will receive one employee, spouse and child(ren) health and family dental plus \$2,750 Pay-Flex account credit. When two employees who are married to each other are both working for the School District of Ralston and qualify for employee and spouse health insurance coverage, each employee will each receive individual employee health and dental plus a \$2,750 Pay-Flex account credit. The amount of the payment would be prorated for a part-time employee who elects this option. For those employees who select a payment in lieu of health insurance coverage, the District will pay the \$2,750 ratably over the contract year. Any qualifying employee who elects to receive such payments in lieu of health insurance coverage will sign a waiver of insurance that will be placed in the employee's file.

(6) Employees have the option to increase to family dental insurance at the employee's expense.

(7) The board will be responsible for the processing of health and accident insurance premiums and contributions to flexible spending accounts in such a manner that will not create a tax liability for employees.

Disability Insurance:

Each Administrator shall be covered by a district paid disability insurance plan. Administrators will pay premiums as a payroll deduction for participation in the group long-term disability program. The Board of Education will increase each teacher's compensation by an amount equal to the premium for disability insurance. Employees will receive $66 \frac{2}{3}$ percent short and long-term disability insurance coverage based on the employee's daily salary.

Medical Expense Reimbursement:

The District will pay up to \$250 per year starting in the second year of employment as an administrator for out of pocket medical expenses that are not paid by the health insurance carrier. Certified administrators may submit a reimbursement claim 12 months after their last reimbursement claim was paid by the district.

Eye Care and Examinations:

The District will pay up to \$75 per year starting in the second year of employment as an administrator for any expense related to eye exams or prescription glasses not covered by the health insurance carrier. Certified administrators may submit a reimbursement claim 12 months after their last reimbursement claim was paid by the district.

Sick Leave:

Sick leave shall be awarded at the hourly equivalent of 8 hours per day, prorated to the employee's FTE status. Each employee will be awarded twelve (12) days of paid sick leave per year (96 hours), which may be accumulated up to a total of one hundred twenty (120) days (960 hours). After three (3) consecutive days of absence due to illness, the School District administration may require that the administrator submit a physician's written certification attesting to the administrator's illness or disability. An administrator may take accumulated sick leave to care for an administrator's sick spouse, child (including

stepchild), parent, or a person who resides in the employee's home for whom the employee is legally responsible (e.g. a foster child or a foreign exchange student).

When an administrator is unable to work because of a work-related injury and receives workers' compensation payments, the District shall pay the portion of the employee's salary not covered by workers' compensation until the employee has exhausted his or her sick leave. The employee's sick leave will be reduced by the proportion of the employee's salary paid by the district while the employee is on workers' compensation. Once an employee begins to receive Worker's Compensation benefits, accumulation of sick leave, vacation time and personal leave all cease until the employee

returns to work.

Upon leaving the district, each administrator shall be paid half of the daily substitute rate (less taxes and other required withholdings) to a limit of one hundred twenty (120) days for unused sick leave. An administrator will be eligible for this program after they have completed ten (10) consecutive, full years of employment. Part time administrators will be reimbursed at that average percentage rate of their employment. An administrator working less than half a year will not receive a full year's credit toward eligibility for this benefit.

Paid Holidays:

260 Day Contracted Certified Administrators are paid for the following holidays:

- Labor Day
- Thanksgiving (2 days)
- (6) Winter Holidays to include: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, (2) days between Christmas and New Year's Day,
- Memorial Day
- Independence Day
- Floating Holiday (to be determined yearly)

Personal Leave:

Each administrator shall be granted paid leave each school year for personal reasons based on the chart below, prorated to their FTE status. An Administrator need not give a reason for the leave.

1. Administrators who have been in the Ralston School District for 19 years or less will be granted two days of personal leave.
2. At the start of the 20th year of employment in Ralston, administrators employed in the district will receive three days of personal leave.
3. All personnel may carry one unused personal day forward (8 hours) at the end of the school year.

Bereavement Leave:

An administrator shall have paid leave for bereavement up to seven (7) days in the event of each death of the employee's spouse, child, stepchild, parent or stepparent. In the event of the death of one of the previously mentioned individuals, the seven days of bereavement need not be taken consecutively. Up to five (5) days shall be granted in the event of each death of the employee's sister, brother, mother-in-law, father-in-law, or grandchild; three

(3) days in the event of each death of the employee's grandparent, grandparent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, or a person who resides in

the employee's household for whose care the employee is legally responsible; one (1) day in the event of each death of the employee's aunt, uncle or cousin. The employee shall have one (1) day of paid leave (total) per contract year for persons not named above. Additional days may be granted which shall be charged against accumulated sick leave with approval from the Superintendent.

Judicial Leave:

An administrator will have one day of paid leave per contract year when subpoenaed to testify in a court proceeding under the following conditions:

- (1) The employee is under compulsion of subpoena and the employee is not a party to the proceeding;
- (2) The paid leave is limited to the time that the employee is under compulsion of subpoena to remain at the proceeding (the employee must return to work as soon as practicable upon being released from the subpoena); and
- (3) Any pay received, less parking and allowance for lunch, shall be reimbursed to the district.

Payroll Deduction:

The Board will provide payroll deduction of professional dues, dependent life insurance premiums, short and long-term disability premiums, and for other purposes agreed upon by the employee and the District in writing. In addition, the Board will comply with payroll deductions that are court-ordered, regardless of approval by the employee.

Annual Vacation Time:

Administrators on a 261-day contract shall be allowed 20 days of paid vacation time. The twenty (20) days may be taken any time during the school year with the approval of the Superintendent. Administrators may carry a balance not to exceed the equivalent of (30) days of vacation at any point.