



# BLAIR COMMUNITY SCHOOLS

www.blairschools.org

140 South 16<sup>th</sup> Street  
PO Box 288  
Blair, NE 68008  
(402) 426-2610

## Superintendent Pay Transparency Act

In accordance with the Superintendent Pay Transparency Act, the information below summarizes the costs associated with the contract between Blair Community Schools and Mr. Rex Pfeil. Also included with this summary are a copy of the contract and an estimate of Base Pay, Additional Compensation, and Benefits for both years (2014-15 and 2015-16) of the contract.

### Summary of estimated costs:

Base Pay:	\$145,000
Estimate of Benefits and Payroll Costs to Outside Entities: (Health Insurance, FICA Tax, Medicare Tax, Retirement, LTD Insurance)	\$41,635
Estimate of Other Costs to Outside Entities: (Cell Phone Allowance, Dues)	\$4,260
Other Costs: (Mileage)	\$2,880
The total estimated cost to the District for 2014-15:	\$193,775

### Notes:

- 1. Base Pay:** The Board of Education establishes pay for each year of the contract separately and the costs shown in Appendix A do not represent any pay increase for the second year of the contract (2015-16).
- 2. Vacation and Personal Days:** Per the contract, Vacation Days do not accrue and are not subject to a cash payment; and per Board policy, unused Personal Leave is not subject to a cash payment.
- 3. Mileage:** Mileage is paid to the Superintendent for actual miles driven for work-related duties and is paid per the state mileage rate. The average monthly mileage reimbursement is \$240.00.
- 4. Unused Sick Days:** Per the contract, the Superintendent is eligible for, upon retirement, disability, or death, cash compensation for unused accumulated sick leave up to forty-five (45) days on a per diem basis on a 260-day contract year. The estimated maximum value, based the 2014-15 contract, would be \$25,096.00.

Any questions regarding the value of the Superintendent's contract may be directed to Mr. Tom Shearer, Business Manager at 402-426-2610.

Appendix A

Estimated costs to the district for the two-year contract are listed below:

	2014-15 Base Pay, Additional Compensation, and Benefits	2015-16 Base Pay, Additional Compensation, and Benefits*	TOTAL CONTRACT COST*
<b>Base Pay for the Total FTE</b>	145,000	145,000	290,000
<b>Compensation for activities outside of the regular salary:</b>			
<i>Extended contracts / Activities outside of regular salary</i>	-	-	-
<i>Bonus/Incentive/Performance Pay</i>	-	-	-
<i>Stipends</i>	-	-	-
<i>All other costs not mentioned above</i>	-	-	-
<b>Benefits and Payroll Costs Paid by district:</b>			
<i>Insurances (Health, Dental, Life, Long Term Disability)</i>	17,956	17,956	35,912
<i>Cafeteria Plan Stipend</i>	-	-	-
<i>Cash in lieu of insurance</i>	-	-	-
<i>Employee's share of retirement, deferred compensation, FICA and Medicare if paid by the district</i>	-	-	-
<i>District's share of retirement, FICA and Medicare</i>	23,679	23,679	47,358
<i>IRS value of housing allowance</i>	-	-	-
<i>IRS value of vehicle allowance</i>	-	-	-
<i>Additional leave days</i>	-	-	-
<i>Annuities</i>	-	-	-
<i>Service credit purchase</i>	-	-	-
<i>Association / Membership dues</i>	3,300	3,300	6,600
<i>Cell Phone/Internet reimbursement</i>	960	960	1,920
<i>Relocation reimbursement</i>	-	-	-
<i>Travel allowance/reimbursement</i>	-	-	-
<i>Mileage Allowance**</i>	2,880	2,880	5,760
<i>Educational tuition assistance</i>	-	-	-
<i>All other benefit costs not mentioned above</i>	-	-	-
<b>Totals</b>	<b>193,775</b>	<b>193,775</b>	<b>387,550</b>

\* - The Board of Education establishes pay for each year of the contract separately and the costs shown do not represent any pay increase for the second year of the contract (2015-16).

\*\* - Estimate based on mileage paid for actual miles driven for work related duties and is paid per the state mileage rate.

## CONTRACT OF EMPLOYMENT

**THIS CONTRACT IS MADE** by and between the Board of Education of School District No. 1 located in Washington County in the State of Nebraska, hereinafter referred to as "The Board", and Rex Pfeil, 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 June 9, 2014, 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 a two-year term, beginning on the 1<sup>st</sup> day of July, 2014, and expiring on the 30<sup>th</sup> day of June, 2016.

**Section 2 - Salary:** The salary for the first year of this Contract (July 1, 2014 to June 30, 2015) will be One Hundred Forty-Five Thousand Dollars (\$145,000.00); the salary for the 2015-2016 contract year (July 1, 2015 to June 30, 2016) will be determined by the Board of Education. 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 hereunder. 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.

**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.

**Section 4 - Superintendent's Duties:** Subject to specific delegation by the Board of Education, the following shall be the duties of the Superintendent. The Superintendent shall organize and arrange the administrative and supervisory staff of the District in a manner, which 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 the responsibility for selection (subject to Board approval), placement and transfer of personnel. He shall be responsible for initiating all personnel matters, which require action by the Board. 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 prior written agreement with the Board, may undertake consultive work, speaking engagements, writing, lecturing, or other professional duties and obligations. In addition, should the Superintendent be unable to perform his duties by

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serve until the Superintendent is able to resume his duties as Superintendent. The Superintendent shall also be required to fulfill the duties as outlined in the Superintendent's Job Description adopted by the Board. Additionally, the Superintendent shall be required to reside in the District.

**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, or recommendation, as appropriate.

**Section 6 - Renewal:** The renewal of this Contract on a yearly basis shall be subject to Neb. Rev. Stat. §79-828 (Reissue 2008).

**Section 7 - Discharge:** The Contract of the Superintendent may be cancelled or amended by a majority of the members of the School Board during the term of the Contract for any of the reasons stated in Neb. Rev. Stat. §79-827 (Reissue 2008).

**Section 8 - Physical Examination:** The Superintendent agrees to have a comprehensive physical examination performed by a licensed physician once each year during the term of this Contract. The cost of such physical examination which is not covered by medical insurance shall be paid by the District.

**Section 9 - Transportation:** The Board shall provide to the Superintendent transportation reimbursement equal to the stated yearly rate per mile granted other certificated professional employees.

**Section 10 - Evaluation:** The Board shall evaluate and assess the performance of the Superintendent as provided by law and Board policy.

**Section 11 - Annual Vacation and Sick Leave:** The Superintendent shall be allowed twenty (20) working days of vacation leave during each year of this Contract to be used in a manner and at times selected by him. Vacation days shall not accrue. The Superintendent shall be entitled to fifteen (15) working days of sick leave each year of this Contract. Unused sick leave shall accrue to a maximum of fifty-five (55) days. Upon retirement, disability or death, the Board will pay for unused accumulated sick leave up to forty-five (45) days on a per diem basis on a 260-day contract year. For the purpose of this section, the term "working days" shall not include any Saturday, Sunday or legal holiday.

**Section 12 - Professional Development:** The Superintendent shall attend appropriate professional meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of his duties under this Contract. The expenses of attendance, when attendance has been reviewed by the Board of Education, shall be paid by the District.

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professional meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of his duties under this Contract. The expenses of attendance, when attendance has been reviewed by the Board of Education, shall be paid by the District.

**Section 13 - Fringe Benefits:** The Superintendent shall receive all fringe benefits of employment which are granted other certified employees of the District, either the actual benefit(s) or in like-kind benefit(s), as determined by both parties. In addition to said fringe benefits, the District shall provide the Superintendent with the benefits shown on Attachment A, provided, said benefit is offered to other administrators. This provision excludes any cash in lieu of payment regarding health insurance benefits.

**Section 14 - 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 15 - Compensation Upon Termination and Credit for Accrued Vacation:** 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 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 16 - Renewal of Contract after Contract Expiration Date:** The Secretary of the Board shall, not later than the 15<sup>th</sup> day of February of the last year of this Contract, notify the Superintendent, in writing, of the Board's intention not to renew this Contract. Failure to so notify the Superintendent shall result in 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 - Retirement Qualification:** For the purpose of eligibility for early separation or retirement benefits pursuant to a Board policy or Board Resolution in effect at the time of the Superintendent's qualification for such Board policy or Board Resolution benefits, successful completion of this contract constitutes one year of qualified service for each year of this contract or renewals thereof. For purposes of eligibility for such benefits, the Board acknowledges and agrees that the Superintendent shall be entitled to credit for fifteen (15) years of previous qualified service in Blair Community Schools, and one year of qualified service for each year of this contract, or extensions thereof.

**Section 18 - Superintendent Liability:** Superintendent shall not be held personally liable for actions taken in the performance of his duties and responsibilities vested in him by the laws of Nebraska and the members of the school district community. In carrying out the duties and responsibilities of his office, the Superintendent shall act in

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good faith. The school district shall defend, save harmless and indemnify the Superintendent against tort claims or demands, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his official duties, unless it constitutes a willful or wanton act or omission. However, the school district shall not save harmless or indemnify the Superintendent for punitive damages.

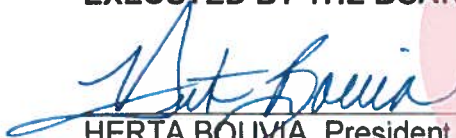
**Section 19 - Governing Laws:** The parties shall be governed by all applicable state and federal laws, rules and regulations in performance of their respective duties and obligations under this Contract.

**Section 20 - 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.

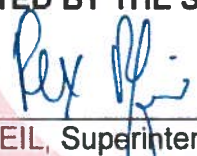
**Section 21 - Severability:** If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity of enforceability of the remaining provisions of this Contract.

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

EXECUTED BY THE BOARD this 10<sup>th</sup> day of JUNE, 2014.

  
HERTA BOUVIA, President  
BOARD OF EDUCATION

EXECUTED BY THE SUPERINTENDENT this 10<sup>th</sup> day of June, 2014.

  
REX PFEIL, Superintendent