

PLEASANTON PUBLIC SCHOOL DISTRICT NO. 10-0105
Buffalo County - Pleasanton, Nebraska

SUPERINTENDENT'S CONTRACT

This CONTRACT is made by and between the Board of Education of Pleasanton School district 10-0105, located in Buffalo County in the State of Nebraska, hereinafter referred to as "the Board" and Jeffrey G Vetter, hereafter 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 13th day of January, 2020, the Board hereby agrees to employ the Superintendent and Superintendent hereby agrees to accept such employment subject to the following terms and conditions:

Section 1. **Term of Contract and Resignation.** The Superintendent shall be employed for a period of 2 years, beginning on or about July 1, 2019 and expiring June 30, 2021, at which point the Superintendent's resignation will be effective as made part of this Contract. The Superintendent resigns effective June 30, 2021 by signing this Contract and the attached resignation letter, contained in full in "Attachment B," and submitting it to the Board at the time of execution of this Contract. The Board accepts the resignation effective June 30, 2021 by approving and signing this Contract.

Section 2. **Salary.** In consideration of an annual salary of **\$115,500** through June 30, 2020 and an annual salary of **\$121,500** from July 1, 2020 through June 30, 2021, as noted on "Attachment A", and of the further agreements and considerations hereinafter stated, the Superintendent agrees to perform faithfully 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 salaries 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 terms 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.** The Superintendent's Job Description is attached hereto as "Attachment B" and included in full as part of this Contract by this reference. 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 shall not be changed during the continuance of this contract without the consent of the Superintendent by an amendment to this contract.

Section 5. **Board-Superintendent Relationship**. The Board shall have primary responsibility for formulation and adopting Board policy. The Superintendent shall have the primary responsibility for implementation of Board Policy. The parties agree, individually and collectively, not to interfere with or usurp the duties and responsibility of the other party.

Section 6. **Discharge**. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes.

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 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 hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 8. **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 established by the Department of Administrative Services.

Section 9. **Sick/Bereavement Leave**. The Superintendent shall be entitled to 10 days of sick leave per year, which may accumulate to a total of 45 days. Sick leave may only be used for personal or an immediate family injury or illness. If the Superintendent qualifies for disability pay under a disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of sick days and shall provide the Board of Education with a report of accumulated sick days at least quarterly. The Superintendent shall not be compensated for unused days of sick leave upon the ending of his employment with the District. Bereavement (funeral) leave (taken out of sick leave) may be allowed for the death of a spouse, (step) parent, (step) child, (step) brother, (step) sister, grandparent,

aunt, uncle, cousin, mother-in-law, father-in-law, sister-in-law, son-in-law, or daughter-in-law. One additional sick day may be allowed for travel purposes if the services are held outside of a 200-mile radius of Pleasanton.

Section 10. **Paid Leave – (Vacation Leave)**. The Superintendent shall have 20 vacation days annually, which the Superintendent may use at times, he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After each contract year, the Board shall give the Superintendent the number of days necessary to restore his total 20 days. For example, if the Superintendent uses 8 days of vacation one year, the board will provide the Superintendent with 8 days the following year to bring the total back to 20 days. The Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District’s central office. The Superintendent shall keep complete and accurate records of vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly. The Board may require the Superintendent to use vacation days and shall compensate the Superintendent for unused vacation days upon the conclusion of the Superintendent’s employment at a rate of \$150 per day.

Section 11. **Professional Development**. The Superintendent shall attend appropriate professional meetings at the local and state levels, and the district shall pay the expenses of attending such meetings. (Professional Leave)

Section 12. **Fringe Benefits**. The Superintendent shall receive all fringe benefits of employment as listed below and on Attachment A, and any other such benefits as the Board shall from time to time determine to be appropriate.

- a. Full BC/BS + Dental Health Insurance (no in-lieu if not taken)
- b. Reasonable expenses incurred in the performance of the Superintendent’s duties, so long as they are permitted and documented as required by law.
- c. Benefits:

Income Protection (LTD) – Premium paid by the Superintendent
Cafeteria Plan: K-125 (AXIS) Plan - amount chosen by the Superintendent
up to allowed by tax code – deducted from salary.

Section 13. **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 14. **No Renewal of Contract after Contract Expiration Date**. Unless otherwise agreed to by the Parties in a subsequent writing or amendment of this Contract, the Parties agree and understand that this Contract will terminate of its own terms, based upon the Superintendent’s resignation, as outlined in Section 1, above. It will not renew beyond the term contained herein. Any increases in salary or changes in benefits or other terms do not constitute an agreement to modify this intent. At the time of any contract amendment, the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

Section 15. **Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 16. **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 specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract. He shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 17. **Evaluation.** The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make his evaluation an agenda item for the regular **December** board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 18. **Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 19. **Physical or Mental Examination.** The Superintendent agrees that, at the request of the Board, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

Section 20. **Disciplinary Action.** The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the school district to do so. The

paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising his of the alleged reasons for the proposed action and provided the opportunity to present his version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a formal due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

Section 21. **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 contact.

Section 22. **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 23. **Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

Signed by the Pleasanton Board this 13th day of January 2020.

ACCEPTED:

Position	Signature	Date
Board Member:		
Board member:		
Superintendent:		

To: Pleasanton Board of Education
From: Superintendent Vetter
Date:

I hereby resign my position as Superintendent effective June 30, 2021.

Sincerely,

Jeff Vetter,
Superintendent