

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 Nathan Lightle, hereafter referred to as "the Superintendent".

WITNESSETH: That in accordance with action taken by the Board as recorded in its minutes, 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.** The Superintendent shall be employed for a period of 2 contract years, beginning July 1, 2021 and expiring June 30, 2023. References to "contract year" shall mean the period from July 1st through June 30th and shall generally consist of all days except Saturdays and Sundays and any holidays or leave days provided, but the Superintendent agrees to work on all days necessary to carry out the duties of the position even if those fall on weekends or holidays.

Section 2. **Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before the seventh day after the **regular December meeting** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of one year from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than its **regular November meeting** of each year of this contract and shall make the renewal of the Superintendent's employment contract an Agenda item for the **regular December meeting** during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Section 3. **Salary.** The Superintendent's salary for the contract year shall be \$129,000.00 which shall be paid in 12 equal monthly installments consistent with the District's standard payroll periods for all other employees. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. **Professional Status.** The Superintendent affirms that the Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the Superintendent's application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Superintendent will advise the

Board immediately; (2) the Superintendent has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) the Superintendent has not had any professional licenses or certificates suspended or revoked..

Section 5. **Superintendent's Duties**. The Superintendent's Job Description is attached hereto as "Attachment A" 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 6. **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 7. **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. The parties agree that the Superintendent's failure to comply with the obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach 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 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 9. **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 10. **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 11. **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 12. **Professional Development**. The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.

Section 13. **Fringe Benefits**. The Superintendent shall receive all fringe benefits of employment as listed below, and any other such benefits as the Board shall from time to time determine to be appropriate:

- a. Full Family 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. The District will pay the annual dues for the Superintendent's membership in the Nebraska Council of School Administrators.
- d. Income Protection (LTD) – Premium paid by the Superintendent
- e. Cafeteria Plan: K-125 (AXIS) Plan – amount chosen by the Superintendent up to allowed by tax code – deducted from salary.
- f. The Superintendent shall be required to purchase and maintain a cellular phone so that the Superintendent can be reached at all times for work-related issues and emergencies or while away from school grounds during the work day. The District will reimburse the Superintendent up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.

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. **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.

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 will coordinate with the board president to schedule the Superintendent's second evaluation during the first year to comply with state law. For the Superintendent's first evaluation and annual evaluations thereafter, 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 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 his 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.


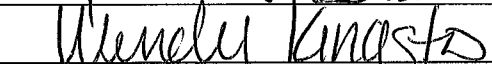
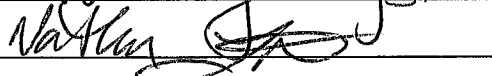
Section 21. **Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

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 11<sup>th</sup> day of January 2021.

ACCEPTED:

Position	Signature	Date
Board Member:		1/11/2021
Board member:		1/11/2021
Superintendent:		1/11/2021

**Superintendent Job Description**

**Board Policy 0302.04 - Supt Duties Section 300**

<https://pleasantonbulldogs.org/sites/default/files/BOE%20Policies/300/0302.04%20-%20supt%20duties.doc.pdf>