

Superintendent Pay Transparency Act
Proposed July 1, 2017 – June 30, 2020 Contract for Consideration by
Board of Education - December 12, 2016

Notice is hereby given that the Plattsmouth Community School District #13-0001 (A.K.A. Plattsmouth Community Schools) approved the attached superintendent employment contract/contract amendment at the board meeting that was held on December 12, 2016, at 7:00 p.m. at the Administration Center Board Room, 1912 Old Hwy. 34, Plattsmouth, Nebraska 68048.

In the 2016-2017 school year, the PCS Superintendent was at approximately 98.34% of the midpoint for total compensation of superintendent-only duties in the 13-school array that was used for teacher negotiations. Additionally, the PCS Superintendent performs duties of the special education district administrator for grades five through twelve for no additional compensation. This saves the district approximately \$40,000 per year plus benefits.

In accordance with the Superintendent Pay Transparency Act, following is a copy of the Proposed Superintendent contract between Plattsmouth Community Schools and Dr. Richard E. Hasty as well as a Detailed Estimate of Base Pay, Additional Compensation & Benefits in the format provide by the State of Nebraska.

In summary, the estimated value of the contract in 2017-18 is as follows:

Base Pay to Dr. Richard E. Hasty:	\$170,775.00
Estimate of Benefits and Payroll Costs Paid to Dr. Richard E. Hasty: (Cash-in-lieu and Mileage)	\$ 10,039.00
Estimate of Benefits and Payroll Costs to Outside Entities: (Insurance, FICA tax, Medicare tax, NE Retirement & Dues)	\$ 29,398.63

The total maximum estimated cost to the District for 2017-18: \$210,212.63

In summary, the estimated value of the contract in 2018-19 is as follows:

Base Pay to Dr. Richard E. Hasty:	\$176,752.12
Estimate of Benefits and Payroll Costs Paid to Dr. Richard E. Hasty: (Cash-in-lieu and Mileage)	\$ 10,039.00
Estimate of Benefits and Payroll Costs to Outside Entities: (Insurance, FICA tax, Medicare tax, NE Retirement & Dues)	\$ 30,027.35

The total maximum estimated cost to the District for 2018-19: \$216,818.47

In summary, the estimated value of the contract in 2019-20 is as follows:

Base Pay to Dr. Richard E. Hasty:	\$182,938.44
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Estimate of Benefits and Payroll Costs Paid to Dr. Richard E. Hasty: \$ 10,039.00
(Cash-in-lieu and Mileage)

Estimate of Benefits and Payroll Costs to Outside Entities: \$ 30,677.96
(Insurance, FICA tax, Medicare tax, NE Retirement & Dues)

The total maximum estimated cost to the District for 2019-20: \$223,655.40

Any questions regarding the value of the Superintendent's contract may be directed to Business Manager Tonda Haith at thaith@pcsd.org or (402) 296-3361 x2803.

PLATTSMOUTH COMMUNITY SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT/SPECIAL EDUCATION DIRECTOR

THIS CONTRACT is made by and between the Board of Education of Cass County School District 13-0001, a/k/a Plattsmouth Community School District, hereinafter referred to as "the Board," and Dr. Richard E. Hasty, hereinafter referred to as "Superintendent/Special Education Director."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 12th day of December, 2016, the Board hereby agrees to employ the Superintendent/Special Education Director, and the Superintendent/Special Education Director hereby agrees to accept such employment, subject to the following terms and conditions:

Section 1. Term of Contract

Term.

The Superintendent/Special Education Director shall be employed for a period of three (3) years, beginning on the 1st day of July, 2017, and ending on the 30th day of June, 2020. References in this Contract to "contract year" shall mean the period of July 1 to June 30. The provisions in this contract supersede any previous contracts, addendums, or agreements. By Board of Education approval and signing of this contract, as well as the Superintendent/Special Education Director's signature, all previous contracts, addendums, or agreements are null and void, unless such terms are included in this contract.

Section 2. Salary

(a) Salary for year one of the contract.

The annual salary for the first contract year (2017-2018) shall be \$170,775.00.

(b) Salaries for subsequent years of the contract.

The salary for the second (2018-2019) year shall be 3.5% higher than the salary for 2017-2018 year, and the salary for the third (2019-2020) year shall be 3.5% higher than the salary for the 2018-2019 year.

The 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. Salary payments shall be subject to state and federal withholding required by law, including without limitation retirement contributions, FICA, FUTA, Medicare, and state or federal unemployment contributions. The Board retains the right to adjust the Superintendent/Special Education Director's annual salary upward during the term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The Superintendent/Special Education Director's salary shall not be reduced during the term of this Contract.

(d) Payment of Salary Upon Cancellation.

Upon lawful cancellation of the Contract, the Superintendent/Special Education Director shall be paid an amount equal to the annual salary for the contract year in which the cancellation is effective, multiplied by the number of days which have expired in the contract year in which such cancellation is effective divided by 260 days of the contract year (days worked/contract days).

Section 3. Leaves and Other Fringe Benefits

(a) Leaves

The Superintendent/Special Education Director shall be allowed twelve (12) working days of sick leave during each contract year, exclusive of legal holidays. Any unused sick leave may be carried over from one contract year to the next, subject to a maximum accumulation of sixty (60) days of sick leave. The Superintendent/Special Education Director shall be provided twenty (20) working days of vacation leave at the beginning of each contract year, exclusive of legal holidays. Vacation days are to be used in a manner and at times selected by the Superintendent/Special Education Director; provided that the Superintendent/Special Education Director makes reasonable efforts to not schedule vacations that would cause the Superintendent/Special Education Director to not be able to attend regular scheduled meetings of the Board. The Superintendent/Special Education Director shall maintain a vacation and sick leave log which shall be available to the Board for review. Upon resignation, retirement, or termination, the administrator shall be entitled to a maximum of thirty (30) days compensation at the daily salary rate for accrued and unused vacation leave. Three (3) days of personal leave will be granted per year. Unused personal leave days remaining at the end of the school year shall be redeemed at \$50 for the first half day; \$50 for the second half day; \$100 for the third half day; \$100 for the fourth half day; \$100 for the fifth half day; and \$100 for the sixth half day (three-day maximum provision). Bereavement leave of not more than three (3) days will be granted in each case of death in the family. Members of the family are defined to be: wife, husband, father, mother, father-in-law, mother-in-law, aunt, uncle, brother, sister, son, daughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, or grandchild.

(b) Other Fringe Benefits.

Health, Major Medical, and Disability-Blue Cross offers a 4-tier health coverage plan. The health coverage options available are:

1. Employee
2. Employee and Children
3. Employee and Spouse
4. Employee, Spouse & Children

The Board shall pay the premium in full for one of the above options, as determined by the administrator. If option 1 is selected, the administrator shall receive an additional \$150 per month cash in lieu of insurance. If the administrator does not require and declines health insurance coverage, they shall receive the equivalent of the single health insurance premium (option 1) plus \$150 per month cash in lieu of insurance.

The Board shall pay medical insurance as stated above, long-term disability insurance that covers salary and health insurance premiums, and the premium for \$100,000 of life insurance with the district's carrier.

The Superintendent/Special Education Director shall be provided the following additional benefits: family dental insurance and family vision insurance. The Board at the request of the administrator and in accordance with the Internal Revenue Code and the Code of Nebraska shall withhold and transfer an amount of salary monthly, said amount to be determined by the Superintendent/Special Education Director, permitting the Superintendent/Special Education Director to participate in a tax-deferred annuity program of the Superintendent/Special Education Director's choosing.

(c) Transportation.

The Superintendent/Special Education Director shall be allowed a maximum of \$600 per year as reimbursement for the use of the Superintendent/Special Education Director's personal car and involvement in the transaction of official school business and community activities within the school District. In-District travel reimbursement shall be paid to the administrator in equal payments on a monthly basis. The Board shall further reimburse the Superintendent/Special Education Director for use of a personal car for travel in the transaction of official business outside the District; the Superintendent/Special Education Director shall use a school provided vehicle if a school provided vehicle is available for usage. When using a personal vehicle, the Superintendent/Special Education Director shall be reimbursed at the rate established by the Nebraska Department of Administrative Services. The Superintendent/Special Education Director shall complete an itemized expense sheet, when travel includes transportation other than a school provided vehicle.

(d) Professional Meetings.

The Superintendent/Special Education Director shall attend appropriate professional meetings at the local, state, and national level, and such attendance shall not be taken against the Superintendent/Special Education Director's allowable leave days. Such attendance shall be scheduled so as to not interfere with the proper performance of the Superintendent/Special Education Director's duties. The expenses of attendance shall be paid by the Board of Education, as and to the extent permitted by law and Board policy. The Board shall and does approve expenses for attendance at state administrators' conferences, and up to two (2) national conferences per year in the area of professional responsibility of the Superintendent/Special Education Director, at the discretion of the Superintendent/Special Education Director. The District in accordance with Board policy will pay the Superintendent/Special Education Director's membership dues in AASA, NASA, NASPA, NASS, and ASCD.

(e) Community Organizations.

The Board shall pay dues and meals for the Superintendent/Special Education Director to participate in community service organizations, such as Rotary, Kiwanis, etc., with a maximum of four (4) organizational memberships per contract year.

(f) Legal Actions

In the event of any legal actions threatened or filed against the Superintendent/Special Education Director as a result of the performance of duties under this Contract, or the Superintendent/Special Education Director's position as Superintendent/Special Education Director for the School District, including professional practice complaints against the Superintendent/Special Education Director, the Board shall provide a legal defense to the Superintendent/Special Education Director, to the maximum extent permitted by law.

Section 4. Legal Requirements

The Superintendent/Special Education Director affirms that (1) the Superintendent/Special Education Director holds a valid certificate to act as a Superintendent/Special Education Director of Schools in the State of Nebraska throughout the term of this Contract and any extensions of the Contract; (2) the required certificate to act as a Superintendent/Special Education Director of Schools in the State of Nebraska shall be registered as required by law; and (3) the Superintendent/Special Education Director is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract. It is further agreed that there shall be no penalty for release or resignation by the Superintendent/Special Education Director from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date.

Section 5. Performance of Duties

(a) Use of Time.

The Superintendent/Special Education Director shall faithfully perform the duties of the Superintendent/Special Education Director 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. The Superintendent/Special Education Director agrees to devote the Superintendent/Special Education Director's full time, skill, labor, and attention to the performance of the duties of the Superintendent/Special Education Director of Schools throughout the term of this contract; provided, however the Superintendent/Special Education Director may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligation so long as such other work is not inconsistent with the Superintendent/Special Education Director's duties and obligations to the Board. Regular dependable attendance is an essential function of the Superintendent/Special Education Director's duties.

(b) Specification of Duties.

The duties of the Superintendent shall be as prescribed in the School Board Policy Manual, which duties are incorporated by reference into this Contract as if set forth verbatim herein. The duties of the Special Education Director shall be prescribed at the discretion of the Superintendent/Special Education Director. The Superintendent duties as prescribed in the School Board Policy Manual shall not be substantially changed during this Contract without the consent of the Superintendent/Special Education Director by an amendment to this Contract. The Superintendent/Special Education Director shall not be responsible for performance of duties assigned by individual members of the School Board, or duties assigned without official action of the School Board, except as specifically set forth in the School Board Policy Manual.

(c) Board-Superintendent/Special Education Director Relationship

The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent/Special Education Director shall be the Chief Administrative Officer for the District, and shall have primary responsibility for implementation of Board policy. The Board agrees, individually and collectively, to promptly refer all criticism, complaints and suggestions concerning operations of the School District, including without limitation matters relating to personnel and students, to the Superintendent/Special Education Director for action, study or recommendation, as appropriate, and to not comment or take action on such matters except upon recommendation of the Superintendent/Special Education Director or upon the Superintendent/Special Education Director having been permitted sufficient opportunity to respond to the matter.

Section 6. Discharge

The Contract of the Superintendent/Special Education Director may be cancelled or amended by a majority of the members of the Board during the term of the Contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Superintendent/Special Education Director's certificate (Nebraska Administrative and Supervisory Certificate, or Nebraska Professional Administrative and Supervisory Certificate), by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) intemperance; or (k) conviction of a felony. The procedures for cancellation during the term of the contract shall be in accordance with the applicable Nebraska Revised Statutes.

Section 7. Contract Enforceability

(a) Applicable Law.

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. This Contract shall be interpreted under the laws of the State of Nebraska.

(b) Amendments.

This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent/Special Education Director and the Board.

(c) 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.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.
EXECUTED BY THE BOARD this 12th day of December, 2016, pursuant to Board action on December 12, 2016.

CASS COUNTY SCHOOL DISTRICT 13-0001, A/K/A Plattsmouth Community School District
By:

President, Board of Education

Secretary, Board of Education

EXECUTED BY THE SUPERINTENDENT/SPECIAL EDUCATION DIRECTOR this 12th day of December, 2016

Superintendent/Special Education Director