

## CONTRACT OF EMPLOYMENT WITH INTERIM SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Custer County School District 21-0015, a/k/a Anselmo-Merna Public Schools**, hereinafter referred to as “the Board,” and Howard Gaffney, 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 the 11<sup>th</sup> day of July 2022, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

**1. Term of Contract.** This Contract commences on July 1, 2022, and ends on June 30, 2023.

As a material consideration of the Superintendent’s agreement to enter into this contract, the Superintendent hereby waives any and all continuing contract rights and rights to substantive and procedural due process under state or federal law, including but not limited to all rights under the Nebraska Tenure Act, Neb. Rev. Stat. sections 79-824 through 79-842, as it now exists or may be amended in the future, or under any other applicable state or federal constitutions, statutes or common law.

As additional consideration for the terms of this contract, the Superintendent hereby voluntarily, unconditionally, and irrevocably resigns from all employment positions with the School District, including the position of Superintendent, effective June 30, 2023. The Superintendent and the Board of Education further specifically agree that the Superintendent’s signature on this agreement shall constitute such resignation and the Board of Education’s approval and signing of this contract shall constitute its acceptance of such resignation. It is understood that the Board of Education has changed its position in reliance on the Superintendent’s resignation herein and that as such, the resignation may not be withdrawn once this contract is signed absent a mutual written agreement of the parties. In light of the Superintendent’s resignation herein, this contract shall terminate by its terms and end without the need of any additional notice to the Board of Education or Superintendent or any further or other action by the Board of Education or Superintendent on June 30, 2023.

**2. Salary and FTE.** The annual salary for the 2022-2023 contract year shall be: One Hundred Twenty-Five Thousand Dollars (\$125,000.00), which amount shall be prorated for a partial year, if applicable. The salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District. This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees’ Retirement Act, if applicable. Other deductions may be withheld as agreed to by the parties to this contract.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

**3. Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

- A. Leave Benefits. The Superintendent shall receive twenty (20) personal days on the first day of the contract. The Superintendent will be expected to exhaust all vacation days during each contract year. The parties have specifically negotiated, and the Superintendent hereby expressly acknowledges and agrees that a material component of establishing the Superintendent's salary includes payment for all accrued but unused vacation leave days. As a result, due to the negotiated, agreed upon salary amount, the Superintendent will not receive any pay or sums for any accrued but unused vacation leave days upon the ending of this contract.
- B. Health, Dental, Life, and LTD Insurance. There are no insurance benefits provided.
- C. Meetings. The Superintendent may attend appropriate professional meetings at the local and state levels provided that such attendance does not interfere with the proper performance of the Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies.
- D. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel or, if such rate is not established by the Board, at the rate established from time to time by the Department of Administrative Services pursuant to Neb. Rev. Stat. § 81-1176. Such expenses shall not be paid for mileage that is reimbursed as part of the monthly travel and lodging stipend.
- E. Indemnification. The District shall, to the extent permitted by law, 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 capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District, the District is not in an adverse position in the legal proceedings, and such indemnification is permitted by law. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.

**4. Duties.** The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Superintendent shall be subject to such other duties as the Board may assign from time to time.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects perform the assigned duties diligently and faithfully to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

**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 Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements, provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. 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.

**6. Contract Termination.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or elementary principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; and (6) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law.

**7. Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent 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.

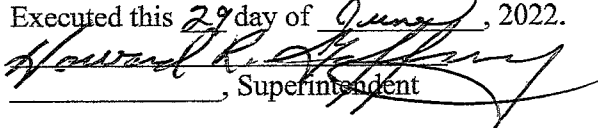
The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

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 remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

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

**10. Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. 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.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before July 11, 2022, shall constitute a rejection by the Superintendent of the offer of employment.

Executed this <u>29</u> day of <u>June</u> , 2022.  _____, Superintendent	Executed this <u>29</u> day of <u>June</u> , 2022. Board of Education of Custer County School District 21-0015 a/k/a Anselmo-Merna Public Schools By: <u>Michelle L. Miller</u> President Attest: <u>Tyler Anttila</u> Secretary
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