

## **CONTRACT OF EMPLOYMENT WITH INTERIM SUPERINTENDENT**

**THIS CONTRACT OF EMPLOYMENT** is made by and between the Board of Education of the Hall County School District 40-0002, a/k/a Grand Island Public Schools, hereinafter referred to as “the Board,” and Matt Fisher, 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 12th day of January, 2023, 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. Terms of Contract, Waiver of Continuing Contract Rights, Resignation and Cancellation.**

**A. Term of Contract:** This Contract creates a temporary employment relationship between the Superintendent and Board of Education, from the 1st day of February 2023 until the 30th day of June 2023 (the “First Term”), and from the 1st day of July 2023 until the 30th day of June 2024 (the “Second Term”). This Contract shall, on its own and without any formal action by either Party, automatically end on the 30th day of June 2024, unless otherwise agreed by both Parties in a subsequent written agreement.

**B. Waiver of Continuing Contract Rights:** As a material provision of the Board’s agreement to enter into this Contract, the Superintendent hereby forever and completely 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 Teacher Tenure Act, *Neb. Rev. Stat. § 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. To the extent that the Board and/or Superintendent desire to enter into an employment relationship beyond the Second Term of this Contract, both Parties hereby agree and acknowledge that any such relationship must be memorialized in a supplemental, written agreement and executed by both Parties.

**C. Resignation Effective June 30, 2024:** As additional, material consideration for the terms of this Contract, the Superintendent hereby voluntarily, unconditionally, and irrevocably resigns from all employment relations with the Board, effective June 30, 2024. The Superintendent and the Board of Education further agree that the Superintendent’s signature on this Contract shall constitute such resignation and the Board of Education’s approval of this Contract shall constitute its complete and final acceptance of such resignation. It is understood by both Parties that the Board of Education has detrimentally relied upon and materially changed its position in reliance on the Superintendent’s resignation herein and that, as such, the Superintendent’s resignation may not be withdrawn once this Contract has been fully executed by both Parties, absent a mutual written agreement of the Parties.

**D. Cancellation of Contract:** Notwithstanding anything to the contrary herein, at any point during the Contract, this Contract may be cancelled, effective immediately, pursuant to Paragraph 6 of this contract.

## **2. Salary.**

First Term: In consideration of the Superintendent's employment and duties during the First Term of this Contract, the Board shall pay the Superintendent the gross salary of \$100,000.00. Said annual salary shall be paid in equal installments throughout the First Term in accordance with the policy and practice of the Board governing payment of administrative employees of the District.

Second Term: In consideration of the Superintendent's employment and duties during the Second Term of this Contract, the Board shall pay the Superintendent the gross salary of \$275,000.00. Said annual salary shall be paid in equal installments throughout the Second Term in accordance with the policy and practice of the Board governing payment of administrative employees of the District.

Both Terms: For both the First and Second Term of this Contract, this Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act, as may apply. Other deductions may be withheld as agreed to by the parties to this Contract.

Since the combined Terms of this Contract exceed a period of 12 months, the Parties acknowledge that all compensation paid under this Contract shall be subject to withholdings under the Nebraska Public Employees Retirement System.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the Board, 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 that the Board will provide the Superintendent as follows:

a. Leave Benefits.

First Term: The Superintendent shall be entitled to ten vacation leave days during the First Term of this Contract. Vacation leave days shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled board meetings, at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year), or for any reason that would cause a negative legal ramification for the school district. Any accrued but unused vacation leave days from the First Term of this Contract shall be carried over to the Second Term of this Contract.

Second Term: The Superintendent shall be entitled to twenty vacation leave days during the Second Term of this Contract. Vacation leave days shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled board meetings, at times when the Superintendent's duties require the

Superintendent's attendance at school (e.g., beginning and end periods of the school year), or for any reason that would cause a negative legal ramification for the school district. Any accrued but unused vacation leave days from the Second Term of this Contract shall be paid in accordance with Paragraph (c) of this Section.

- b. Health and Dental Insurance. The District shall pay for and provide the Superintendent with employee-only health and dental insurance on the same terms and conditions as other administrative staff in the District. The Superintendent shall have the option to purchase additional health and/or dental insurance on the same terms and conditions as other administrative staff in the District. There shall be no opportunity for the Superintendent to receive any cash benefit in lieu of this health insurance benefit.
- c. Employer Retirement Contribution. At the end of this Contract, the Board shall make a nonelective contribution to a 403(b) Plan of the Superintendent's choice in the amount of \$50.00 per day of the Superintendent's accrued but unused vacation leave, if any. Under no circumstances may the Superintendent accrue more than thirty days of vacation leave during either Term of this Contract, and the Board shall not have any obligation to contribute more than \$1,500.00 to such 403(b) Plan for the Superintendent's unused vacation leave at the end of this Contract.
- d. Meetings and Dues. 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 Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the cost of the Superintendent's annual dues to the American Association of School Administrators and Nebraska Council of School Administrators, and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.
- e. Transportation Expenses. The Superintendent shall be reimbursed for reasonable expenses incurred in the performance of duties as Superintendent. The Superintendent shall be reimbursed for mileage outside the District when using a non-district owned vehicle and on District business (this does not apply to travel between home and work.) The Superintendent will provide a log of the miles and complete any required District Documentation, and the District may reasonably reimburse the miles at the rate in accordance with Board Policy and law.
- 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 official capacity as an agent or employee of the District, provided that the underlying matter 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 and the District is not in an adverse position in the legal proceedings.

- f. Other Benefits. The Superintendent may, in the Board's discretion, be provided such other benefits as are provided to other administrators in the District, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

**4. Duties.** Throughout both Terms of this Contract, the Superintendent is employed as the Superintendent for the District on a full-time basis. The Superintendent shall perform the duties of such position 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 diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular, dependable, in-person attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position. The Superintendent further agrees to fulfill, in good faith, all other duties as assigned by the Board President and/or the Board of Education.

**5. Board-Superintendent Relationship.** Throughout both Terms of this Contract, the Board shall have primary responsibility for formulating and adopting Board Policy. The Superintendent shall be the chief administrative officer for the Board 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 Cancellation.** 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 Board, 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 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; (6) breach of any material provision of this Contract; or (7) 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 immediately discharged in accordance with applicable law. Suspension or

other disciplinary action may be enforced by the Board President in accordance with applicable law.

**7. Outside Employment.** Both Parties acknowledge that the Superintendent's primary focus and responsibility will be to serve as the full-time chief administrative officer of the District. As a result, the Superintendent is expected and agrees to devote full time and attention to the business of the School District. To the extent the Superintendent intends to engage in other employment outside of the School District, the Superintendent may only engage in such outside employment under the following conditions: (1) such outside employment may not interfere with the job of the Superintendent or ability to perform the duties of the Superintendent; (2) such outside employment does not occur during the regular hours of the typical work day, unless the Superintendent uses vacation leave; (3) no District resources may be used to facilitate or advance any such outside employment; (4) the Superintendent discloses potential conflicts of interest, if any, regarding any such outside employment; (5) the Superintendent's outside employment does not cause the Superintendent to miss Board meetings, committee meetings, cabinet meetings, or other meetings identified by the Board President as necessary for the Superintendent's presence; and (6) such outside employment arrangement, including the terms and anticipated time commitment, has been approved in advance by the Board President.

**8. Residency.** The Superintendent shall reside within the School District's boundaries during the term of this Contract.

**9. 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.

**11. 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.

<p>Executed this 12<sup>th</sup> day of January, 2023.</p>    <p>_____</p> <p>Matt Fisher, Interim Superintendent</p>	<p>Executed this 12<sup>th</sup> day of January, 2023.</p>  <p>Board of Education of Hall County School District 40-0002, a/k/a Grand Island Public Schools</p> <p>By: _____</p> <p>President</p> <p>Attest: _____</p> <p>Secretary</p>
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