

**INTERIM SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
LEYTON PUBLIC SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Leyton Public Schools**, legally known as **Cheyenne County School District 17-0003**, and referred to as "the Board" and "the District" respectively, and **Charles Bunner**, referred to herein as "the Interim Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Interim Superintendent, and the Interim Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Interim Superintendent shall be employed beginning February 1, 2021, and expiring on June 30, 2021. This contract is entered into for the sole purpose of employing the Interim Superintendent for the period specified above. It shall not be subject to renewal by statute or any provision of this contract. During this contract, the Interim Superintendent shall be employed with the district on a 1.0 FTE basis. References to "contract year" shall mean the period from the date this Contract is approved by both parties through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

Section 2. Renewal of Contract. IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. IN EXCHANGE FOR **\$1** AND OTHER VALUABLE CONSIDERATION, THE INTERIM SUPERINTENDENT AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND HEREBY RESIGNS AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING AND ACCEPTING THIS ADDITIONAL CONSIDERATION, THE INTERIM SUPERINTENDENT UNDERSTANDS THAT HE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. HE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS HE IS WAIVING. The Interim Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Interim Superintendent Pay Transparency Act.

Section 3. Salary. The Interim Superintendent's salary for the contract year shall be \$47,500.00 which shall be paid in 5 equal monthly installments beginning in the month of March 2021. The Board shall not reduce the Interim 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. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Interim 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 Interim Superintendent or the value of property or money entrusted to the Interim Superintendent or owed by the Interim Superintendent to the District during the course of or as a result of the Interim Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Interim Superintendent and Board may agree.

Section 5. Professional Status. The Interim Superintendent affirms that the Interim 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 Interim Superintendent will hold a valid and appropriate certificate to act as a Superintendent of schools in the State of Nebraska which the Interim 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 Interim Superintendent for any service performed prior to the date that the Interim Superintendent registers the certificate. The Interim Superintendent represents that: (1) all information provided in connection with the Interim 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 Interim Superintendent will advise the Board immediately; (2) the Interim 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 Interim Superintendent has not had any professional licenses or certificates suspended or revoked.

Section 6. Interim Superintendent's Duties. The Interim Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Interim Superintendent agrees to devote the Interim Superintendent's time, skill, labor and attention to all required duties throughout the contract term. The Interim Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. By agreement with the Board, the Interim Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out the Interim Superintendent's duties and obligations to the District.

Section 7. Board-Interim Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Interim

Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Interim Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Interim Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Interim Superintendent for action, study and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. 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 Interim 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 Interim Superintendent's continued performance of the Interim Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Interim Superintendent or the failure to report the same; (n) any filing against the Interim Superintendent under NEB. REV. STAT. § 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 District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; (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; or (s) the District's regular Superintendent is taken off of administrative leave. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Interim 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 9. Disability. If the Interim Superintendent is unable to perform any of the Interim Superintendent's duties by reason of illness, accident or other disability beyond the Interim Superintendent's control, and the disability continues for a period of more than 30 days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Interim Superintendent's duties impossible, the Board may initiate action to cancel 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 Interim Superintendent under any insurance coverage furnished by the District.

Section 10. Transportation. The Board shall provide the Interim Superintendent with transportation or reimburse the Interim Superintendent for mileage required in the performance of official duties at the rate approved by the Board.

Section 11. Fringe Benefits. The Board shall provide the Interim Superintendent with the following fringe benefits:

a. Sick Leave. The Interim Superintendent shall be entitled to five (5) days of sick leave. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Interim Superintendent qualifies for disability pay under the long-term disability policy, the Interim Superintendent shall be required to take the disability pay instead of sick leave pay. The Interim Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Interim Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.

b. Vacation. The Interim Superintendent shall have eight (8) vacation days for the initial contract year which the Interim Superintendent may use at times the Interim Superintendent chooses so long as the absence does not interfere with the proper performance of the Interim Superintendent's 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. The Interim 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 Interim Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Interim Superintendent to use vacation days and shall compensate the Interim Superintendent for unused vacation days upon the conclusion of employment at a rate of \$100.00 per day.

- c. Professional Development.** The Interim Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Interim Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.
- d. Holidays.** The Interim Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day: Memorial Day.
- e. Cell Phone.** The Interim Superintendent shall be required to purchase and maintain a cellular phone so that the Interim Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Interim Superintendent up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.
- f. Expense Reimbursement.** The Board shall pay or reimburse the Interim Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201 *et seq.*) or some other provision of law, and (2) the Interim Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500.00 or more.
- g. Status as Temporary Employee under NEB. REV. STAT. § 79-902(44).** It is the parties' intention that the Interim Superintendent be employed for one year or less in the position of interim superintendent. Therefore, the Interim Superintendent shall not receive service credit for or make contributions to the School Employees Retirement System of the State of Nebraska.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Interim Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Compensation Upon Termination and Credit for Accrued Vacation. No salary or benefits shall accrue after the effective date of termination or cancellation of this contract. The Interim Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

Section 14. Evaluation. The Board shall evaluate the Interim Superintendent once during the second semester of the 2020-21 school year. The Interim Superintendent shall remind the Board members in writing of this; make his or her evaluation an agenda item for a regular board meeting during the contract year; and provide the Board with a copy of the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 15. Legal Actions. The Board will support the Interim Superintendent if there is a legal dispute caused by carrying out the Interim Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Interim Superintendent as a result of the Interim Superintendent's performance of duties or position as the Interim Superintendent of the District, the Board will provide the Interim Superintendent with a legal defense to the maximum extent permitted by law so long as the Interim Superintendent acted in good faith and in a manner which the Interim Superintendent reasonably believed 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 the Interim Superintendent's conduct was unlawful.

Section 16. Physical or Mental Examination. The Interim Superintendent agrees that, at the request of the Board, the Interim Superintendent 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 state and federal law, the physician's report to the Board must address whether the Interim Superintendent is able to perform the "essential functions" of the position.

Section 17. Disciplinary Action. The parties agree that the Board president may place the Interim Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the 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 Interim Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Interim Superintendent without pay, the Board president or secretary shall deliver a written notice to the Interim Superintendent advising the Interim Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the

Interim Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Interim Superintendent may make a written request to the secretary of the school board for a 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 18. 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 19. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Interim Superintendent and the Board.

Section 20. 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.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this _____ day of _____, 2021.

President, Board of Education

Secretary, Board of Education

Executed by the Interim Superintendent this _____ day of _____, 2021.

Interim Superintendent