

CONTRACT OF EMPLOYMENT WITH INTERIM SUPERINTENDENT

THIS CONTRACT for the 2023-2024 school year is made by and between the Board of Education of the **Nuckolls County School District 65-2005, a/k/a South Central Nebraska Unified School District Number 5**, hereinafter referred to as “the Board,” and **Stephen L. Grizzle**, 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 14th 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. Term of Contract, Waiver of Continuing Contract Rights, Resignation and Cancellation.

A. Term of Contract: This Agreement creates a temporary employment position between the Superintendent and Board of Education, beginning on the 1st day of July, 2023, and automatically ending on the 30th day of June, 2024, unless earlier terminated as set forth herein or extended by both parties in a subsequent, written agreement. All days during the term of this Contract shall be considered days that the Superintendent is expected to work, or be available to work, except those on which: there are scheduled school holidays and when school is not in session and teachers and/or staff are not required to be at school; school is cancelled; the Superintendent’s illness makes attendance impossible or impracticable; the Superintendent’s presence is not necessary to fulfill his contractual duties; the Superintendent takes vacation leave; or the Board otherwise excuses the Superintendent.

B. Waiver of Continuing Contract Rights: As a material provision of the Board’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 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.

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 and signing of this Contract shall constitute its acceptance of such resignation. It is understood 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, it may not be withdrawn once this Contract is signed, absent a mutual written agreement of the parties. Since the Superintendent’s resignation shall take effect on June 30, 2024, this Contract shall terminate by its own 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, 2024.

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

2. Salary. In consideration of the Superintendent's employment and duties, the Board shall pay the Superintendent the salary of \$179,000.00. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the Board.

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.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date.

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.

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. Vacation Leave. The Superintendent will be entitled to take up to 23 days of paid vacation leave during the term of this Contract. Vacation leave may only be taken at times when the Superintendent's absence will not interfere with the proper performance of his duties (such as during board meetings and the beginning and ending of the school year). Weekends, holidays, and breaks in the school year that do not require the Superintendent's presence at school will not require the Superintendent to take vacation leave. The Superintendent shall keep a log of and regularly report to the Board all vacation days taken and the number of remaining vacation days. Any accrued but unused vacation leave shall be paid to the Superintendent at the end of this Contract at the Superintendent's daily rate of pay over a 260-day work year.
- b. Sick Leave. The District will provide the superintendent with 10 working days of paid sick leave during the term of this Contract. These 10 days may be used for personal sick leave or to care for immediate family members to include their spouse, children, or parents. The Superintendent may take sick leave on the same terms and conditions as the District's teaching staff, and will regularly report to the Board on the remaining number of sick leave days. The Superintendent will not be paid for any unused sick leave at the end of this Contract.

- c. Health and Dental Insurance. The District shall pay for and provide the Superintendent with family health and dental insurance under the District's group insurance plan. If the Superintendent elects to enroll in the District's high-deductible insurance plan, then the District will deposit the difference between the premiums of the high-deductible plan and premiums of the low-deductible into the Superintendent's HSA account by September 15th, 2023.
- d. Disability Insurance. The Superintendent shall purchase long-term disability insurance from the District's carrier at his own expense. The Board will then increase the Superintendent's salary by the amount of the premium cost.
- e. Life Insurance. By September 15, 2023, the District will pay the Superintendent the amount of \$318.00 in exchange for the equivalent of a \$50,000 life insurance policy.
- f. Tax Sheltered Annuity. The Superintendent will be provided \$4,000 by the District, which shall be applied toward a Tax Sheltered Annuity. The Superintendent may also elect to reduce his salary and have the District contribute an amount of the reduction to a Tax Sheltered Annuity Contract. The Superintendent's participation in the Tax Sheltered Annuity Program will be governed by the express terms and conditions of the District's Tax Sheltered Annuity Program Document.
- g. 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 School Superintendents Association ("AASA") 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.
- h. Transportation. The District will provide a school vehicle for transportation to and from the Superintendent's home and work.
- i. 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 individual capacity or the Superintendent's official 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 and the District is not in an adverse position in the legal proceedings.
- j. Cell Phone Reimbursement. The District will pay \$100.00 a month to the Superintendent as a stipend for cell phone usage.

- k. Transition Expenses. Since it is necessary for the Superintendent to perform work for the District prior to the commencement of this Contract, the Board shall pay to the Superintendent the amount of \$350.00 per day, plus reasonable and necessary mileage reimbursement, for the Superintendent traveling to and from the District to prepare for his transition into the Superintendent position during the 2022-2023 school year. The Superintendent and Board President shall coordinate these working days in the District.
- l. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

4. Duties. 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.

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 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; or (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.

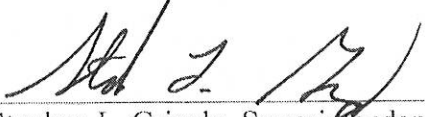
The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will 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.

8. 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.

9. 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.


Executed this 21st day of January, 2023.


Stephen L. Grizzle, Superintendent

Executed this 21st day of January, 2023.

Board of Education of Nuckolls County School
District 65-2005, a/k/a South Central Nebraska
Unified School District Number 5

By:  
President

Attest: 
Secretary