

**CONTRACT OF EMPLOYMENT FOR THE  
INTERIM SUPERINTENDENT OF THE OMAHA PUBLIC SCHOOLS**

This Contract ("Contract") is made and entered into effective as of July 1, 2023, by and between the BOARD OF EDUCATION of DOUGLAS COUNTY SCHOOL DISTRICT 0001, a Nebraska political subdivision (hereinafter referred to as the "Board" and the "District" respectively) and Matthew Ray (hereinafter the "Interim Superintendent").

**WITNESSETH:**

WHEREAS, the Board is in the process of searching for a new Superintendent;  
and

WHEREAS, the Board anticipates the need for an Interim Superintendent upon the departure of the current Superintendent through the completion of the Superintendent search process; and

WHEREAS the Board desires to employ the Interim Superintendent beginning July 1, 2023; and

WHEREAS, the parties hereto wish to enter into this Contract to set forth the terms and conditions of such employment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Employment.** The Board hereby agrees the Interim Superintendent shall be an employee of the District, and the Interim Superintendent accepts such employment upon the terms and conditions set forth in this Contract.

2. **Employment Term.** The Interim Superintendent is hereby employed for a term beginning on the 1st day of July, 2023 ("Commencement Date") and

ending one day prior to the commencement date of a permanent Superintendent ("Termination Date") (the period of time from the Commencement Date to the Termination Date, or to the date of earlier cancellation or termination, is hereinafter referred to as the "Contract Term"). Interim Superintendent shall return to his role as Deputy Superintendent and Board Secretary at the salary and terms and conditions set forth in the Non-Negotiated Salary Schedule adopted by the Board unless Interim Superintendent has been selected as the permanent Superintendent or this Agreement has been cancelled in accordance with Paragraph 7.

3. **Duties.** During the Contract Term, the Interim Superintendent shall perform the duties of the Superintendent of Schools for the District as prescribed by the laws of the State of Nebraska, the Policies of the District as may be amended from time to time and such other duties as may be assigned by the Board from time to time. In performing the assigned duties, the Interim Superintendent shall be governed by the policies, regulations and directions of the Board of the District. The Interim Superintendent agrees to devote his full time, skill, labor and attention to the performance of the duties of Interim Superintendent during the Contract Term, provided however, that: (1) the Interim Superintendent may, without prior Board approval, undertake speaking engagements, writing, lecturing, or other professional duties and obligations for which the only remuneration is reimbursement of expenses, and (2) this other work shall not interfere in a material or substantial manner with the obligations as set forth in this Contract. The Interim Superintendent shall attend and participate as directed by the Board in meetings of the Board and any Board committees. Regular 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 Interim Superintendent will serve on boards and committees of other organizations at the direction or approval of the Board.

4. **Salary.** The Interim Superintendent's base annual salary for the Contract Term shall be Three Hundred Twenty Five Thousand Dollars and no Cents (\$325,000.00). Said annual salary shall be paid in equal installments at the time and with the frequency established in accordance with the Policy of the Board governing payment of administrative personnel of the District.

5. **Tax-Sheltered Annuity.** The District shall contribute into a tax sheltered annuity of the Interim Superintendent's choice, as a non-elective contribution by the Board, the lesser of Fifty Thousand Dollars and no Cents (\$50,000.00) of the Interim Superintendent's annual salary or the maximum amount allowable under Section 403(b) of the Internal Revenue Code and the applicable federal income tax regulations, as they currently exist. Such contribution shall be made in equal monthly amounts beginning July 1, 2023, shall be in addition to the salary specified in this Contract (and not in lieu thereof) and shall continue during the Contract Term unless modified by mutual agreement of the parties.

6. **Benefits.** In further consideration for the services to be performed by the Interim Superintendent, the Interim Superintendent shall receive the following:

(a) All benefits made available and provided to administrative personnel of the District, including but not limited to long service increments, all paid leave benefits, paid holidays, long-term disability insurance, health insurance, life insurance and retirement benefits; this Contract is subject to the provisions of Nebraska's Class V School Employee's Retirement Act. Notwithstanding the foregoing, unless specifically



provided herein to the contrary, the Interim Superintendent's benefits specifically provided in this Contract shall not be duplicative of the benefits available to administrative personnel of the District and when benefits are specifically provided in this Contract, such provisions shall supersede and replace the benefits available and provided to administrative personnel of the District.

(b) The Interim Superintendent shall accrue sick leave as central office administrative staff, in accordance with the Board of Education Policy 4007.

(c) Payment of annual professional dues for NCSA, AASA, the Omaha Chamber of Commerce and other professional local, state or national organizations appropriate and related to the duties of Interim Superintendent as reasonably determined by the Interim Superintendent. The Interim Superintendent shall attend appropriate professional meetings at the local, state, and national levels at the expense of the District and shall be reimbursed for ordinary, reasonable and necessary expenses incurred relative to employment as provided in paragraph 6(f) hereof. At his option, the Interim Superintendent may also annually attend a professional enhancement institute, academy or other program related to his position and duties for a total of up to five (5) working days, the reasonable expenses of said attendance to be reimbursed by the District.

(d) The Interim Superintendent shall accrue vacation as central office administrative staff, in accordance with the Board of Education Policy 4007. The Interim Superintendent is expected to fully use his vacation time each Contract Year. The Interim Superintendent may carry over unused vacation from one school year to the next, subject to the Board of Education Policy 4007. Upon separation from employment with the District for whatever reason, the Interim Superintendent will be paid for any accrued but unused vacation.

(e) A transportation expense allowance of \$12,000 for the Contract Term, to be paid on July 1, 2023. Such transportation expense allowance shall be considered income of the Interim Superintendent and the Interim Superintendent shall be responsible for reporting and paying applicable taxes on said income.

(f) The District shall reimburse the Interim Superintendent for ordinary, reasonable and necessary expenses incurred by his in the performance of his duties as Interim Superintendent and consistent with Board policies, regulations and guidelines applicable to other professional administrative staff. The Interim Superintendent shall submit written receipts and such other documentation of such expenses to the District in the same manner required of other administrative personnel of the District seeking reimbursement of expenses.

7. **Contract Cancellation.** This Contract, including all of the terms hereof, may be cancelled by the Board at any time, for just cause, upon a majority vote of the members of the Board. "Just cause" shall mean one or more of the following events:

- (a) Incompetency;
- (b) Neglect of duty;
- (c) Unprofessional conduct;
- (d) Insubordination in not enforcing Board actions and/or policies;
- (e) Immorality;
- (f) Physical or mental incapacity, which shall mean the inability to perform the essential functions of Interim Superintendent of Schools by reason of mental or physical illness, accident or other cause beyond the Interim Superintendent's control, which inability in fact continues for at least 180 consecutive or non-consecutive calendar days in any twelve-month period,

or which inability is determined to be permanent by two (2) physicians, one selected by the Board and one selected by the Interim Superintendent;

- (g) Any breach of the terms of this Contract by the Interim Superintendent; or
- (h) Cancellation, termination, revocation, suspension, or expiration without renewal for any reason of any certification required to act as Interim Superintendent which leaves the Interim Superintendent without the necessary certification to act as Interim Superintendent.

The Interim Superintendent shall be notified in writing of the Board's intent to cancel this Contract and of the alleged grounds for cancellation. Within seven (7) calendar days of the receipt of such notice, the Interim Superintendent may make a written request to the President of the Board for a hearing. Failure to so notify the Board shall constitute a waiver by the Interim Superintendent of any right to such hearing. The procedures for cancellation and for any such hearing shall be those prescribed by statute for the cancellation of a contract of a certificated employee. If the Interim Superintendent chooses to be represented by legal counsel at the hearing, the Interim Superintendent shall bear any and all costs therein involved. Upon such cancellation, the employment of the Interim Superintendent shall cease and District shall have no obligation to provide any further salary or benefits to the Interim Superintendent.

8. **Certificate.** The Interim Superintendent shall at all times during the Contract Term maintain in full force and effect, and shall furnish to the Board, a valid, appropriate and properly registered certificate to act as Interim Superintendent of Schools in the State of Nebraska, in accordance with the laws of the State of Nebraska and as directed by the Board, it being understood that the Interim Superintendent cannot



assume his duties under this Contract and that this Contract is not valid and is of no force and effect until the required certificate is registered in accordance with law. The Interim Superintendent shall not be compensated for any services performed under this Contract prior to the date of registration of this certificate. The Interim Superintendent affirms he is not under contract to perform services with any either board of education or school district covering any part of or all of the Contract Term.

9. **Residence.** At all times during the Contract Term, the Interim Superintendent shall reside and maintain his primary residence within the boundaries of the District.

10. **Professional Liability.** The Board agrees that it shall indemnify and hold the Interim Superintendent harmless from any expense or liability the Interim Superintendent may incur, including reasonable attorney's fees, in the Interim Superintendent's individual capacity or as an agent and employee of the District, as the result of claims, demands, suits, actions and other legal proceedings asserted against the Interim Superintendent and arising out of actions taken within the scope of the Interim Superintendent's authority and employment duties. Appropriate professional liability coverage shall be provided, at District expense, with the same policy limits and coverages as provided for the certificated staff of the District. In no event will any individual Board members be personally liable for indemnifying the Interim Superintendent under the provisions of this paragraph. If a conflict exists between the legal position of the Interim Superintendent and the legal position of the District, the Interim Superintendent may, with consent from the Board, engage separate counsel for the Interim Superintendent's defense. In that event, the District will pay all attorney's fees

and other expenses incurred for defense of the Interim Superintendent.

11. **Evaluation.** The Board shall formally evaluate the Interim Superintendent prior to the end of each semester during the Contract Term. Additional informal oral or written evaluations may also be conducted. The Board and the Interim Superintendent shall meet to establish District and Interim Superintendent goals and objectives for the Contract Term. The goals and objectives mutually agreed upon shall be reduced to writing and be among the criteria by which the Interim Superintendent is evaluated. In addition, the Interim Superintendent shall conduct a self-evaluation based upon the agreed-upon criteria, which shall be provided to the Board upon request, at the time the Board evaluation is to be conducted. The Interim Superintendent shall receive a copy of the Board evaluation and shall have the right to make a written response to the evaluation. Any evaluation or assessment by the Board or written response by the Interim Superintendent shall be retained and become a part of the Interim Superintendent's personnel file. Failure by the Board to complete an annual evaluation does not preclude cancellation of this Contract and the Interim Superintendent's employment for any reason permitted by this Contract nor shall it preclude non-renewal of this Contract. The initiative for carrying out the requirements of this paragraph rests with the Board. If the Board fails to carry out these requirements, such failure shall not constitute breach of this Contract by the Board or the Interim Superintendent.

12. **Miscellaneous.** If, during the Contract Term, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force. This Contract shall be governed by and interpreted according to the laws of the State of Nebraska. The parties hereby




designate Douglas County, Nebraska, to be the proper jurisdiction and venue for any suit or action arising out of this Contract. Each of the parties consents to personal jurisdiction in such venue for such a proceeding. The headings of paragraphs in this Contract are for the convenience of the parties and shall have no substantive effect on the provisions of this Contract. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Contract shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect. This Contract constitutes the entire Contract between the parties and subsumes and incorporates all prior written and oral statements and understandings. This Contract may only be amended by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereby execute this Contract as of the date first written above.

BOARD OF EDUCATION OF DOUGLAS  
COUNTY SCHOOL DISTRICT 0001

By:   
Spencer Head, President

Attest

By:   
Ricky Smith, Vice President

MATTHEW RAY

  
Interim Superintendent