

**INTERIM SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
SANTEE COMMUNITY SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Santee Community Schools**, legally known as **Knox County School District 54-0505** ("School District"), and referred to as "the Board" and "the District" respectively, and **Clarence Todd Chessmore**, 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. The Interim Superintendent shall be employed for a period of 18 months beginning on **January 12, 2021**, and expiring on **June 30, 2022**. 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 .6 FTE basis and shall render at least **194 working days** of service in the performance of duties as Interim Superintendent. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Interim Superintendent actually and necessarily completes the Interim Superintendent's contractual duties. The Interim Superintendent agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Interim Superintendent shall keep complete and accurate records of working days and shall provide the Board of Education with a report of the accumulated working days at least quarterly.

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 OR SHE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. HE OR SHE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS HE OR SHE 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 shall be **\$7,500** per month which shall be paid monthly beginning in the month of February 2020, for a total payment of **\$ 135,000.00** for **18 months** of service. 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; or (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. 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.

Section 10. Transportation. The Board shall compensate the Interim Superintendent for his actual and necessary transportation costs with a stipend of \$500 per month. The Interim Superintendent is required to maintain the necessary records related to this provision.

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

- a. Housing.** The Board shall provide the Interim Superintendent with access to a teacherage within the District. The District shall provide and pay for all utilities to the teacherage.
- b. Disability Insurance.** The Interim Superintendent may, at his election, purchase long-term disability insurance from the District's carrier at the Interim Superintendent's own expense. The board will increase the Interim Superintendent's compensation by an amount equal to the premium for the disability insurance.
- 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. Professional Dues.** The District will pay the annual dues for the Interim Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA).
- e. 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.

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. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 18 months in the annual salary period in which termination occurs. 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 2020-21 school year and twice during the 2021-22 school year. The Interim Superintendent shall remind the Board members in writing of this obligation; shall make his or her evaluation an agenda item for two regular board meeting during the contract year; and shall 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 contract.

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.

and this 28th day of January, 2021.