

CONTRACT OF EMPLOYMENT WITH INTERIM SUPERINTENDENT

THIS AGREEMENT for the 2023-2024, 2024-2025, and 2025-2026 school years is made by and between the Board of Education of the **Sarpy County School District 77-0037, a/k/a Gretna Public Schools**, hereinafter referred to as “the Board,” and **Travis Lightle**, hereinafter referred to as “the Interim Superintendent.”

WITNESSETH: that the Board hereby agrees to employ the Interim Superintendent, and the Interim Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Agreement.

- A. *Suspension and Replacement of Existing Agreement.*** The Interim Superintendent is currently employed by the Board in an administrative role under an existing administrative contract (the “Current Contract”). This Agreement hereby supersedes and replaces the Current Contract with the Board. Upon the expiration of the Third Year (as defined herein) of this Agreement, the Current Contract shall continue and the Interim Superintendent will continue to serve under his Current Contract, unless otherwise agreed to by both Parties.
- B. *Terms of Agreement:*** This first year of this Agreement begins effective July 1, 2023, and shall automatically end on the 30th day of June, 2024, unless otherwise agreed to by both Parties (the “First Year”). The second year and third year of this Agreement begins effective July 1, 2024 and shall automatically end on the 30th day of June, 2026 (the “Second Year” and “Third Year.”)
- C. *First Year of the Agreement:*** During the First Year of this Agreement, the Interim Superintendent shall serve as the Superintendent of the School District.
- D. *Second and Third Years of the Agreement:*** Unless otherwise agreed to by both Parties, the Interim Superintendent shall revert to his administrative position in the District during the Second and Third Years of this Agreement. As additional material consideration for the terms of this Agreement, the Interim Superintendent hereby voluntarily, unconditionally, and irrevocably agrees that this Agreement shall automatically expire on June 30, 2026. If the Parties are unable to agree upon the terms of a new agreement on or before June 30, 2026, then the Interim Superintendent’s Current Contract will take full force and effect and the Interim Superintendent will continue employment under his Current Contract in the School District. If the Parties reach a subsequent agreement, then the Parties will memorialize such agreement in writing. The Board affirmatively acknowledges and agrees that, during the Second and Third Years of this Agreement, and for years of employment in the District after the expiration of this Agreement, and unless otherwise agreed to between the Parties, the Interim Superintendent shall be entitled to all the benefits currently held by the Interim Superintendent under the Current Contract, including tenure entitlements, leave benefits, health and dental insurance benefits, and the like.
- E. *Cancellation of Agreement:*** Notwithstanding anything to the contrary herein, at any point

during any Year of this the Agreement, this Agreement may be cancelled, effective immediately, pursuant to Paragraph 6 of this Agreement and Nebraska Law.

2. Salary. In consideration of the Interim Superintendent's employment and duties, the Board shall pay the Interim Superintendent the annual salary of \$220,000 during the First Year of this Agreement. Said salary shall be paid in equal installments beginning in the month of July, 2023 in accordance with the policy of the Board governing payment of certificated employees of the Board. If the Interim Superintendent is elected to any other office or offices of the Board of Education or in connection with the Board, the Interim Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Agreement.

During the Second and Third Years of this Agreement, the Interim Superintendent's annual salary shall be established by the Board, but shall not be less than \$188,910, unless otherwise agreed to by both Parties in writing.

After the expiration of this Agreement, the Interim Superintendent shall be entitled to the annual salary prescribed by the Current Contract, unless otherwise agreed to by both Parties in writing.

This Agreement 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.

3. Benefits.

- A. As further consideration for the services to be performed by the Interim Superintendent, it is agreed that, during the full term of this Agreement, the Board will provide the Interim Superintendent with the same annual benefits under the Current Contract, unless otherwise agreed to by both Parties.
- B. The Board shall provide the Interim Superintendent with a \$250,000 life insurance policy, with all premiums paid by the District. The District shall pay the premiums on this life insurance policy for as long as the Interim Superintendent remains employed by the district.
- C. In addition to the benefits under the Current Contract the Interim Superintendent shall be allowed TWENTY (20) working days of vacation leave during each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meeting or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).

The Board and the Interim Superintendent agree that periodic vacation is beneficial to "recharge". As such, the Interim Superintendent shall be required to use, and hereby agrees to use, at least ten (10) days of vacation each contract year. At the end of First Year, the Interim Superintendent will be reimbursed for up to ten (10) days of any remaining unused vacation days at the Interim Superintendent's then current effective

daily rate of pay. In Years Two and Three of this contract, any unused vacation remaining from each contract year will be subtracted from the number of vacation days the Interim Superintendent receives for the following contract year. Upon ending employment, unused vacation days available in the final contract year will be paid at then current effective rate of pay; provided that there shall be no pay for unused vacation days in the event the Board determines that the Interim Superintendent has engaged in misconduct which provides just cause for termination or cancellation. Provided the Parties are unable to agree upon the terms of a new agreement on or before June 30, 2026, then the Interim Superintendent's Current Contract will take full force and vacation days will be unpaid, unless otherwise agreed to by both Parties.

- D. The Interim Superintendent's reasonable and necessary expenses of transportation required in the performance of the Interim Superintendent's official duties outside the District and the immediate area contiguous to the District shall be reimbursed at the rate set annually by the Board for District travel; and/or, the Interim Superintendent shall also have use of a School District owned vehicle for the performance of the Superintendent's official duties outside the District and the immediate area contiguous to the District. It is further agreed that other incident expenses associated with the position, and the cost of transportation, room and other expenses incident to the attendance at professional meetings and conferences, will be borne by the district.

4. Duties. During the First Year of this Agreement, the Interim Superintendent agrees to fulfill the duties as are regularly and customarily expected for the Superintendent of Schools, and such other duties and responsibilities as are set forth in Board Policy or Regulation for such position.

For the Second Year and Third Year of this Agreement, the Interim Superintendent agrees to fulfill the duties as are regularly and customarily expected under his Current Contract, and such other duties and responsibilities as are set forth by administrative directive and Board Policy or Regulation.

In performing the assigned duties, the Interim Superintendent shall be governed by the policies, regulations, and directions of the Board of Education. The Interim Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Interim 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 Interim Superintendent's position.

5. Board-Interim Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Interim Superintendent shall be the chief administrative officer for the Board and shall have primary responsibility for implementation of Board policy. The Parties agree that a material provision of this Agreement is that the Board and Interim Superintendent maintain a positive, professional, and collaborative working relationship.

6. Agreement Cancellation. In the event the Interim Superintendent violates any of the provisions of this Agreement or performs any act or does anything which is materially harmful to the Board, or which substantially inhibits the Interim Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as an Interim 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 Agreement 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 Interim Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced by the Board President or in accordance with applicable law.

7. Representations and Legal Requirements. The Interim Superintendent affirms that: (1) the Interim 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 Agreement and any extensions of this Agreement; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this Agreement is not valid until the required certificate is registered in accordance with law and that the Interim Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Interim 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 Agreement.


The Interim Superintendent further warrants and represents as follows: (1) the Interim 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 (2) the Interim 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 Interim Superintendent from this Agreement; provided no resignation shall become effective until expiration of the remaining term of the Agreement 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 Agreement.

9. Amendments & Severability. This Agreement may be modified or amended only by a writing duly authorized and executed by the Interim Superintendent and the Board. If any portion of this Agreement 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 Agreement.

Executed this 26 day of May, 2023.


Travis Lightle, Interim Superintendent

Executed this 26 day of May, 2023.

Board of Education of Sarpy County School
District 77-0037, a/k/a Gretna Public Schools

By:



President

Attest:



Secretary

