CONTRACT OF EMPLOYMENT FOR THE

SUPERINTENDENT OF THE OMAHA PUBLIC SCHOOLS

This Contract ("Contract") is made and entered into effective as of July 1, 2025, 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 "Superintendent").

WITNESSETH:

WHEREAS, the Board approved the employment of Superintendent by a motion adopted at the meeting of the Board held on February 13, 2024, subject to the execution by the Board and the Superintendent of a satisfactory contract of employment; and

WHEREAS the Board employed the Superintendent beginning July 1, 2024; and

WHEREAS, the parties hereto wish to enter into this Contract to set forth the terms and conditions of Superintendent's continued 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 Superintendent shall be an employee of the District, and the Superintendent accepts such employment upon the terms and conditions set forth in this Contract.

2. **Employment Term.** The Superintendent is hereby employed for a term beginning on the 1st day of July, 2025 ("Commencement Date") and ending on the 30th day of June, 2028 ("Termination Date") (the period of time from the Commencement Date to the Termination Date, or to the date of earlier resignation, cancellation or termination, is hereinafter referred to as the "Contract Term"). The

period of time from the 1st day of July to the 30th day of June of each of the three (3) years of the Term shall hereinafter be referred to as a "Contract Year." Should the Superintendent at any time after the Commencement Date give at least 180 days' written notice to the President of the Board that he intends to retire or resign as of the immediately following June 30th, such resignation or retirement shall not constitute a breach of this Contract, and this Contract shall be deemed cancelled and the Superintendent's employment ended as of such June 30th. In the event the Superintendent fails to provide at least 180 days' written notice to the President of the Board that he intends to retire or resign, the Contract will be deemed breached, and without limiting any remedies for breach available to the District in equity or at law:

a) The contract shall be deemed cancelled and the Superintendent's employment ended as of the earlier of i) the date of such retirement or resignation or ii) the date designated by the Board; and

b) The District shall have no obligation to provide any further salary or benefits to the Superintendent after the date of cancellation in Section 2.a.

3. **Duties.** During the Contract Term, the 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 reasonably assigned by the Board from time to time. In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and reasonable directions of the Board of the District. The Superintendent agrees to devote his full time, skill, labor and attention to the performance of the duties of Superintendent during the Contract Term, provided however, that:

agrees to devote his full time, skill, labor and attention to the performance of the duties of Superintendent during the Contract Term, provided however, that:

a) 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

b) Other work shall not interfere in a material or substantial manner with the obligations as set forth in this Contract.

Superintendent shall attend and participate as reasonably 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 Superintendent will serve on boards and committees of other organizations at the reasonable direction or approval of the Board.

4. **Salary.** The Superintendent's base annual salary for the first Contract Year of the Contract Term shall be Three Hundred Forty-Four Thousand Seventy-One Dollars and Twenty-Five Cents ($344,071.25). 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. The Superintendent shall be eligible to receive reasonable increases in the base annual salary, based on performance as established and evaluated pursuant to Paragraphs 3 and 12 herein, for each successive Contract Year of the Contract Term, and as reasonably approved by the Board.

5. **Tax-Sheltered Annuity.** The District shall contribute into a tax sheltered annuity of the 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 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, 2025, 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 Superintendent, the 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 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 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 Superintendent as reasonably determined by the Superintendent. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, as reasonably requested or approved, 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 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 Superintendent shall accrue vacation as central office administrative staff, in accordance with the Board of Education Policy 4007. The Superintendent is expected to use his best efforts to fully use his vacation time each Contract Year. The 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 Superintendent will be paid for any accrued but unused vacation.

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

f) The District shall reimburse the Superintendent for ordinary, reasonable and necessary expenses incurred by his in the performance of his duties as Superintendent and consistent with Board policies, regulations and guidelines applicable to other professional administrative staff. The 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. **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 Superintendent of Schools by reason of mental or physical illness, accident or other cause beyond the 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 Superintendent;

g) Any material breach of the terms of this Contract by the Superintendent; or

h) Cancellation, termination, revocation, suspension, or expiration without renewal for any reason of any certification required to act as Superintendent which leaves the Superintendent without the necessary certification to act as the Superintendent.

The 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 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 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. The Superintendent shall also be afforded any other substantive or procedural due process provided by law. If the Superintendent chooses to be represented by legal counsel at the hearing, the Superintendent shall bear any and all costs therein involved. Upon such cancellation, the employment of the Superintendent shall cease and District shall have no obligation to provide any further salary or benefits to the Superintendent. Cancellation of this Contract by the Board without just cause shall entitle Superintendent to recovery of the remainder of the benefits and base salary that would have been due to Superintendent as provided by law had the Contract not been cancelled.

8. **Nonrenewal.** The nonrenewal of this Contract at the end of three years shall be in accordance with applicable laws including Nebraska Revised Statutes 79-824 through 79-842, as may be amended from time to time.

9. **Certificate.** The 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 Superintendent of Schools in the State of Nebraska, in accordance with the laws of the State of Nebraska, it being understood that the 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 Superintendent shall not be compensated for any services performed under this Contract prior to the date of registration of this certificate. The Superintendent affirms he is not under contract to perform services with any other board of education or school district covering any part of or all of the Contract Term.

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

11. **Professional Liability.** The Board agrees that it shall indemnify and hold the Superintendent harmless from any expense or liability the Superintendent may incur, including reasonable attorney's fees, in the 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 Superintendent and arising out of actions taken within the scope of the 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 Superintendent under the provisions of this paragraph. If a conflict exists between the legal position of the Superintendent and the legal position of the District, the

Superintendent may, with consent from the Board, engage separate counsel for the Superintendent's defense. In that event, the District will pay all attorney's fees and other expenses incurred for defense of the Superintendent.

12. **Evaluation.** The Board shall formally evaluate the Superintendent once each year during the Contract Term based on the job duties outlined in Paragraph 3 of this Contract and as otherwise provided within this Paragraph 12. Additional informal oral or written evaluations may also be conducted based on such duties, and as the Board deems reasonably necessary. The Board and the Superintendent shall meet to establish reasonable District and 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 Superintendent is evaluated. In addition, the Superintendent shall conduct a self-evaluation based upon the agreed-upon criteria, which shall be provided to the Board at the time the Board evaluation is to be conducted. The 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 Superintendent shall be retained and become a part of the Superintendent's personnel file. Failure by the Board to complete an annual evaluation does not preclude cancellation of this Contract and the 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 Superintendent.

13. **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: _____
Jane Erdenberger, President

Attest

By: _____
Dr. Anne MacFarland, Secretary

MATTHEW RAY

_____
Superintendent

6-17-2025