

## RETIREMENT AND RESIGNATION AGREEMENT

**THIS RETIREMENT AND RESIGNATION AGREEMENT** ("Agreement") is entered into by and between Paul Gausman (hereinafter referred to as "Gausman") and Lancaster County School District 0001, a/k/a, the Lincoln Public School District (hereinafter referred to as "School District").

**WHEREAS**, Gausman is currently employed by the School District as the Superintendent of Schools under a contract with an ending date on the 30th day of June 2026 ("Contract"); and

**WHEREAS**, Gausman wishes to retire and resign and as such the parties mutually agree to and do hereby terminate and end the Contract and execute this Agreement constituting a full and complete settlement of all questions regarding the Contract and the continuation of Gausman's employment relationship with the School District;

**NOW, THEREFORE**, in consideration of the agreements contained herein, Gausman and the School District agree as follows:

**1. Retirement and Resignation.** Gausman hereby agrees to resign and retire from his employment with the School District, and to the cancellation, termination and nonrenewal of his Contract, effective as of June 30, 2025 ("Retirement Date"). Gausman shall remain an active administrative employee but not as the superintendent of schools in the School District system until the Retirement Date and shall receive pay and benefits through the monthly payroll in accordance with the terms of his Contract. Gausman agrees to use and that he shall be considered to have used all his currently available paid or other School District or state or federal law provided leaves during this period through the Retirement Date which shall be considered included in his monthly payroll through the Retirement Date.

**2. Administrator Duties and Leave.** Beginning on December 27, 2024 ("Leave Date"), and continuing through the Retirement Date, Gausman agrees that he shall be on a paid leave of absence and shall be reassigned. Gausman agrees he is being reassigned and moved to a non-superintendent administrator position with the School District and as a result, he shall cease all duties as and use of the title of School District Superintendent of Schools but shall be considered as a Superintendent Emeritus, and shall be available for work as a non-superintendent administrator for advice and duties at any time if called by the School District, and will not be at work or on school property without permission or unless called upon effective on the Leave Date through the Retirement Date. Between the Leave Date and the Retirement Date, Gausman may undertake other employment, consultative work, speaking engagements, writing, lecturing or other professional duties, provided that such activities do not interfere with any duties or work requested by the School District. As of the Retirement Date, Gausman shall cease all employment duties with the School District and use of all titles associated with the School District including Superintendent Emeritus.

**3. Resignation and Separation Pay.** In consideration of the resignation, retirement and separation and in addition to the regular pay described above, the School District agrees to and shall pay Gausman the amount of \$83,430.00 ("Payment"). The School District shall make the Payment in the form of contributions to the School District's retirement plans as follows: (A) the

School District shall make a non-elective contribution in the amount of \$70,000.00 to the Lincoln Public Schools Nonelective 403(b) Retirement Plan no later than July 15, 2025; provided, however, that if such contribution would exceed the terms of the 403(b) Plan and the Internal Revenue Code ("Code"), the contribution will be reduced to the extent necessary so that the limitation is not exceeded; and (B) the School District shall make a non-elective contribution in the amount of \$13,430.00, less all applicable withholdings and deductions required by law, to the Lincoln Public Schools 457(b) Deferred Compensation Plan ("457(b) Plan") no later than July 15, 2025, provided, however, that if such contribution would exceed the terms of the 457(b) Plan and the Code, the contribution will be reduced to the extent necessary so that the limitation is not exceeded. If the requirements of the Code do not allow the School District to make the contributions to the 403(b) Plan and/or the 457(b) Plan described in the previous sentence, the total amount of the reduction shall be contributed by the School District as a non-elective contribution to the 403(b) Plan no later than January 15, 2026. The School District acknowledges that the terms of the 403(b) and 457(b) Plans provide that the contributions made to each plan and all earnings thereon shall be fully vested to Gausman's accounts at all times and that Gausman is permitted to determine the investments of his accounts according to the terms of the plans. The School District shall withhold and Gausman shall pay any and all taxes lawfully due on these contributions.

**4. Property.** Gausman shall not retain any school property, including but not limited to, school keys or other access device, school badge, school electronic devices, and student records during his administrative leave on and after the Leave Date. Gausman shall return any school property he may have in his possession or control, including any School District-issued laptops, cell phones or other electronic devices and shall remove all of his personal property from the School District's premises on or before the Leave Date. To the extent not already known or provided, Gausman shall provide any email, website or software account credentials, including usernames and passwords, to School District Computing Services. Gausman will work with School District Computing Services to convert any two-factor-authentication codes from Gausman's cell phone to a School District device.

**5. Full and Complete Release.**

**A. Release of School District.** Gausman hereby releases the School District, all past, present, and future members of the Board of Education, and all officers, agents, and employees of the School District, in their official and individual capacities. This is a full and complete release from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees under 42 U.S.C. §1988 or other authority, with respect to, arising out of, or in relation to Gausman's employment contract and leave with the School District and Gausman's resignation including, but not limited to, claims or rights:

1. under the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA) (29 U.S.C. §621 et seq.), and the Nebraska Age Discrimination in Employment Act (Neb. Rev. Stat. §48-1001 et seq.);
2. under the Employee Retirement Income Security Act of 1974 (ERISA) (29 U.S.C. §1001 et seq.);

3. under Title VI (42 U.S.C. § 2000d et seq.; 34 CFR §100 et seq.), Title VII (42 U.S.C. §2000e, et seq.) and Title IX of the Civil Rights Act of 1964 (20 U.S.C §1681; 34 CFR 106.1 et seq.);
4. under the Civil Rights Act of 1866 and 1871 (42 U.S.C. §1981, through and including 42 U.S.C. §1988);
5. under the Americans with Disabilities Act (42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq.), Section 504 of the Rehabilitation Act (29 U.S.C. §791, et seq.; 34 CFR §104, et seq.), and the Family Medical Leave Act of 1993 (29 U.S.C. §2601 et seq.);
6. under the Nebraska Fair Employment Practices Act (Neb. Rev. Stat. §48-1101 et seq.); the Nebraska Equal Opportunity in Education Act (Neb. Rev. Stat. §79-2,116 et seq.), the Industrial Relations Act, including unfair labor practices claims under that Act (Neb. Rev. Stat. §48-801 et seq.), and civil rights claims under Neb. Rev. Stat. § 20-148 and other state and local laws;
7. under the Wage Payment and Collection Act (Neb. Rev. Stat. §48-1228 et seq.), excluding any amounts to be paid in accordance with this Agreement;
8. of or relating to discrimination based on sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, free speech, and unlawful retaliation, before the state or federal EEOC or NEOC, or any other agency or department or state or federal courts under any state or federal constitution, law, rule, or regulation;
9. for breach of contract and any tort, including but not limited to negligence, libel, slander, and breach of confidentiality or privacy;
10. of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of Gausman's employment with the School District, this Agreement, or Gausman's reassignment of employment.

This release does not waive rights or claims under the referenced discrimination laws that may arise in the future after this Agreement is executed. Notwithstanding any of the foregoing, nothing in this Agreement prevents Gausman from filing a claim with or participating in investigations initiated by any government agency charged with enforcement of any law. As stated above, Gausman has waived the right to recover monetary damages or other individual relief in connection with any such charge, claim or investigation.

Notwithstanding any of the foregoing, this Agreement does not waive any claim against the School District that Gausman may have under the Nebraska Workers' Compensation Act.

**B. Encouragement to Consult Attorney.** Gausman is encouraged to consult an attorney and/or other professional representatives prior to signing of this Agreement and verifies that he has in fact consulted an attorney and/or professional representatives. Gausman agrees that this Release and all the terms and conditions of this Agreement have been fully explained to and are understood by him.



**C. Notice of Right to Review and Revoke Agreement.** Gausman is notified that he has 21 days to consider this Agreement, and in addition, for a period of seven days following the execution of this Agreement, Gausman may revoke the Agreement.

In the event Gausman signs this Agreement prior to the 21-day consideration period, he waives such 21-day consideration period. In the event Gausman signs this Agreement prior to the 21-day time period, Gausman hereby states and affirms that: (1) the decision to accept such shortening of time is knowing and voluntary; (2) the decision to accept such shortening of time was not induced by the School District through fraud or misrepresentation, and (3) the decision to accept such shortening of time was not induced by the School District through a threat to withdraw or alter the offer prior to the expiration of the 21 day time period, or by providing different terms to employees who sign the release prior to the expiration of such time period.

In the event Gausman should withdraw from this Agreement within the seven-day revocation period, this Agreement shall be null and void in all respects. In the event he does not withdraw from this Agreement within the time allowed, this Agreement shall be binding and in full force and effect in all respects.

**6. Tax Consequences.** The School District's sole liability regarding taxes is to forward any amounts withheld to the appropriate taxing authorities. The School District makes no warranty as to the taxability of the Payment, and a determination of those tax consequences is Gausman's sole responsibility. Gausman agrees to indemnify, defend, and hold harmless the School District from any taxes, assessments, penalties or interest payments that the School District may at any time incur by reason of any demand, proceeding, action, or suit brought against the School District, or any of them, arising out of or in any manner related to any federal, state, or any other taxes allegedly due from them in connection with this Agreement.

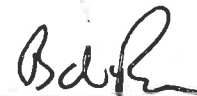
**7. Counterparts.** This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on the parties. Signature pages delivered by facsimile or other electronic transmission (including by DocuSign) shall be considered original signatures hereto, all of which shall be equally valid.

**8. Entire Agreement.** This Agreement contains the entire agreement between the parties and the terms hereof are contractual and not a mere recital.

Dated this 4 day of December, 2024. Dated this 10 day of December, 2024.

  
Paul Gausman

Lancaster County School District 0001, a/k/a,  
the Lincoln Public School District

BY:   
Authorized Official