Wakefield Community School
Board of Education Special Meeting
Thursday, May 21, 2026 12:30 PM
Posted Locations:

Wakefield Post Office
BankFirst
Wakefield Republican
School Main Entrance

Posted Date: 05/21/2026

The Board of Education Regular Meeting convened in open and public session on Thursday, May 21, 2026 at 12:30 PM in the Board of Education Room at the Room 218
802 Highland Street
Wakefield, NE 68784.

President Brown informed the group of the Open Meetings Act posted in the room and accessible to all members of the public as required by law. All board members had received notice of the meeting and the meeting notice had been published/posted in a timely manner prior to the meeting date.

ATTENDANCE TAKEN AT 12:30 PM:
Present: Josh Dorcey, Dex Driskell, Erik Haglund, Jeffrey Keagle, Sherri Lundahl, Eric Riewer.
Present: 6.

Opening Procedures

Call to Order

Open Meetings Act

Roll Call

Discussion and Action Items

Discuss, consider and take all necessary action to approve a separation agreement with Matt Farup.

I move that the board approve the separation agreement with Matt Farup, which will end his employment as the superintendent of schools as of June 30, 2026. This motion, made by Josh Dorcey and seconded by Dex Driskell, Passed.

Josh Dorcey: Yea

Dex Driskell: Yea

Erik Haglund: Yea

Jeffrey Keagle: Yea

Sherri Lundahl: Yea

Eric Riewer: Yea

Yea: 6, Nay: 0

Discuss, consider and take all necessary action to contract with the Nebraska School Boards Association to assist the Board in the process of obtaining an interim superintendent.

I move that the board engage the Nebraska School Boards Association to assist it in the search for an interim superintendent for the 2026-27 school year. This motion, made by Jeffrey Keagle and seconded by Eric Riewer, Passed.

Josh Dorcey: Yea

Dex Driskell: Yea

Erik Haglund: Yea

Jeffrey Keagle: Yea

Sherri Lundahl: Yea

Eric Riewer: Yea

Yea: 6, Nay: 0

Public Comment

Adjournment

Motion to adjourn the meeting at 12:33pm. This motion, made by Josh Dorcey and seconded by Dex Driskell, Passed.

Josh Dorcey: Yea

Dex Driskell: Yea

Erik Haglund: Yea

Jeffrey Keagle: Yea

Sherri Lundahl: Yea

Eric Riewer: Yea

Yea: 6, Nay: 0

SETTLEMENT AGREEMENT and RELEASE OF CLAIMS

This Agreement is made by and between Matt Farup ("Mr. Farup") and the Board of Education of Wakefield Community Schools, legally known as Wayne County School District 90-0560, (referred to herein as "Board" and "School District" respectively).

WITNESSETH:

WHEREAS, Mr. Farup is employed as a certificated employee of the School District; and

WHEREAS, the parties desire to end Mr. Farup's employment relationship with the School District and to compromise, settle and release all claims about that employment relationship; and

WHEREAS, the parties wish to execute this Agreement and Release of Claims ("Agreement") which will constitute a full and complete settlement of all questions and a release settling all claims regarding the ending of Mr. Farup's employment relationship with the School District.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as set forth below.

1. **Employment.** The School District employs Mr. Farup as a certificated employee pursuant to an employment contract for the 2025-26 school year.

2. **Resignation from Employment.** Mr. Farup hereby resigns his employment and all contractual relations with the School District effective June 30, 2026. A copy of Mr. Farup's letter of resignation is attached hereto and incorporated herein by this reference as Exhibit "A." This resignation is irrevocable and is conditioned solely upon the Board of Education's acceptance of it.

3. **Payment of Salary and Benefits.** The School District will pay Mr. Farup all salary and benefits due to him under his contract through his effective resignation date. These payments shall be reduced by legally required deductions including state and federal income tax withholding, FICA and FUTA. Mr. Farup consents to the withholding of such sums.

4. **Additional Payment.** In addition to his regular salary and benefits to be paid through June 30, 2026, the School District will pay Mr. Farup the sum of $155,000.00 in increments and on a payment schedule to be mutually agreed upon by the parties on or before June 30, 2026. This payment is made in exchange for Mr. Farup waiving any rights he has or may have under Neb. Rev. Stat. § 79-824 through § 79-842 and for the Release of Claims below. This payment shall be reduced by legally required deductions including state and federal income tax withholding, FICA, and FUTA but shall not be reduced by employee contributions to the Nebraska Public Employees' Retirement System. Mr. Farup consents to the withholding of such sums.

5. **Remote Work and Waiver of Accrued Leave.** From the date of this Agreement through June 30, 2026, Mr. Farup shall perform his duties remotely. Mr. Farup agrees to diligently and in good faith perform his job responsibilities during this period and to use his best efforts on behalf of the School District through his last day of employment. In exchange for the opportunity to work remotely during this period, Mr. Farup waives any and all claims to payment for accrued but unused vacation days, paid time off, or other leave benefits to which he might otherwise be entitled upon separation from employment pursuant to the Nebraska Wage Payment and Collection Act, his employment contract, district policy, or applicable law.

6. **Letter of Recommendation**. The School District hereby provides Mr. Farup with a letter of recommendation, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B". All communication with prospective employers of Mr. Farup will be directed to the Wakefield Community Schools Board President, who shall not communicate in any manner inconsistent with Exhibit B.

7. **Mr. Farup's Release of Claims.** In consideration of the promises and payments specified in this Agreement, Mr. Farup releases the School District and its officers, board members, administrators, employees, agents, representatives, successors, and assigns from all claims, demands, and actions allowed by law arising out of and/or related in any way, either directly or indirectly, to his employment with the School District, the resignation of his employment, and/or any actions or occurrences taking place up to and including the date of execution of this Agreement, including but not limited to claims or rights under the Nebraska Wage Payment and Collection Act, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in

Employment Act, the Civil Rights Act of 1866 and 1871, or any other Civil Rights Acts as amended, claims or rights under 42 U.S.C. § 1981, through and including 42 U.S.C. § 1988, the Americans with Disabilities Act, § 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, the Nebraska Act Prohibiting Unjust Discrimination Because of Age, all claims or rights relating to discrimination on the basis of age, race, color, religion, sex, disability, handicap, or national origin before the federal Equal Employment Opportunity Commission, the Nebraska Equal Opportunity Commission, and any state or federal court under any state or federal constitution, law, rule, or regulation, or claims or rights of whatever nature arising under any other state, federal, or local constitution, executive order, statute, regulation, or ordinance arising from his employment or contractual relations with the School District or his resignation of employment. Mr. Farup represents that no claims have now been filed against the School District. Mr. Farup acknowledges that nothing in this agreement prohibits him from filing a Complaint with the Equal Employment Opportunity Commission or any other similar state agency, the Occupational Safety and Health Administration, the Secretary of Labor or otherwise participating in matters pending before those agencies. However, in the event Mr. Farup files such a charge or complaint, he shall be entitled to no relief, no reinstatement, no remuneration, no damages, no back pay, no front pay and no compensation whatsoever from the School District as a result of such charge or complaint, since Mr. Farup has released and extinguished any right to such relief under this agreement. Mr. Farup also releases all contract, tort, and common law claims, and claims for attorney's fees, costs and expenses. He covenants not to institute any complaints or proceedings against the School District or any of the above-mentioned persons in the future with respect to any of the claims, demands, causes of action, or rights hereby released. This release does not waive claims for breach of this Agreement.

8. Notification of Rights. By his signature below, Mr. Farup acknowledges that he has been advised in writing by this Agreement, that he should consult with an attorney prior to executing this Agreement; that he has 21 days from the presentation of the Agreement to consider it, with any amendments which might be agreed to, or hereby waives the same; that he may have another person present in any meetings to negotiate regarding this Agreement; and that he has seven days after executing this Agreement during which he may revoke his agreement to it. Mr.

Farup has acted voluntarily and upon his own best judgment in executing this Agreement.

9. Binding Nature of Agreement. This Agreement shall be forever binding on Mr. Farup, and his heirs, executors, administrators, and assigns.

10. No Admission of Liability. This Agreement is not to be construed as an admission of liability on the part of either party.

11. Authorization to Hire a Replacement. The School District may advertise for and endeavor to hire a person to replace Mr. Farup immediately.

12. Entirety of Agreement. This Agreement contains the parties' entire agreement. Its terms and release are contractual and not a mere recital.

Matt Farup	Jeff Keagle, School Board President Wakefield Public Schools
Dated this ___ day of May, 2026	Dated this ___ day of May, 2026