

CONTRACT OF EMPLOYMENT WITH INTERIM SUPERINTENDENT

THIS CONTRACT for the 2022-2023 school year is made by and between the Board of Education of the **Dixon County School District 26-0561, a/k/a Emerson-Hubbard Public Schools**, hereinafter referred to as "the Board," and **DALE MARTIN**, hereinafter referred to as "the Superintendent."

WITNESSETH: that in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 17th day of August, 2022, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract, Waiver of Continuing Contract Rights, Resignation and Cancellation.

A. Term of Contract: This Agreement creates an temporary employment position between the Superintendent and Board of Education, beginning on the 17th day of August, 2022, and automatically ending on the 30th day of June, 2023, unless earlier terminated as set forth herein.

B. Waiver of Continuing Contract Rights: As a material provision of the Board's agreement to enter into this contract, the Superintendent hereby waives any and all continuing contract rights and rights to substantive and procedural due process under state or federal law, including but not limited to all rights under the Nebraska Teacher Tenure Act, *Neb. Rev. Stat. § 79-824 through 79-842*, as it now exists or may be amended in the future, or under any other applicable state or federal constitutions, statutes, or common law.

C. Resignation Effective June 30, 2023: As additional material consideration for the terms of this contract, the Superintendent hereby voluntarily, unconditionally, and irrevocably resigns from all employment relations with the Board, effective June 30, 2023. The Superintendent and the Board of Education further agree that the Superintendent's signature on this agreement shall constitute such resignation and the Board of Education's approval and signing of this contract shall constitute its acceptance of such resignation. It is understood that the Board of Education has detrimentally relied upon and materially changed its position in reliance on the Superintendent's resignation herein and that, as such, it may not be withdrawn once this Agreement is signed, absent a mutual written agreement of the parties. Since the Superintendent's resignation shall take effect on June 30, 2023, this contract shall terminate by its own terms and end without the need of any additional notice to the Board of Education or Superintendent or any further or other action by the Board of Education or Superintendent on June 30, 2023.

D. Cancellation of Contract: Notwithstanding anything to the contrary herein, at any point during the Contract, this contract may be cancelled pursuant to Paragraph 6 of this contract.

2. Salary. In consideration of the Superintendent's employment and duties, the Board shall pay the Superintendent the salary of \$85,000. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the Board.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the Board, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date.

This Contract 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 to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed that the Board will provide the Superintendent as follows:

- a. Leave Benefits. The Superintendent shall be entitled to the same leave benefits (including vacation and sick leave) on the same terms and conditions as those leave benefits made available to the District's teaching staff. The Superintendent shall maintain a current log of used leave days with the Superintendent's secretary.
- b. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the cost of the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.
- c. Transportation Expenses. The Superintendent shall be reimbursed for reasonable expenses incurred in the performance of her duties as Superintendent. The Superintendent shall be reimbursed for mileage within and outside the District when using a non-district owned vehicle and on District business (this does not apply to travel between home and work.) The Superintendent will provide a log of the miles and complete required District Documentation and the District will reimburse the miles at the rate set annually by the Board for District.
- e. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the

Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.

- f. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.
- g. Cell Phone Stipend. In recognition of the Superintendent being available to perform his duties in the District, the Board will pay the Superintendent a cell phone stipend of \$50.00 per month. Such stipend shall be included in the Superintendent's regular paycheck.

4. Duties. The Superintendent is employed as the Superintendent for the Board on a 0.5 F.T.E. basis. Although the Superintendent is only employed on a 0.5 F.T.E. basis, the Superintendent and Board acknowledge and understand that, from time to time, the Superintendent may need to work or be available on a full-time basis. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Superintendent shall be subject to such other duties as the Board may assign from time to time.

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

5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the Board and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

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

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

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) 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 (3) 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 Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract 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 Contract.

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

Executed this 18th day of August, 2022.

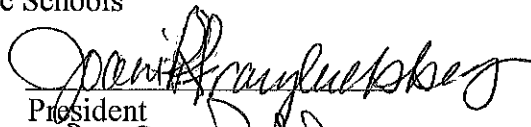


Dale Martin, Interim Superintendent

Executed this 18th day of August, 2022.

Board of Education of Dixon County School
District 26-0561, a/k/a Emerson-Hubbard
Public Schools

By:



President

Attest:



Secretary