

CONTRACT OF EMPLOYMENT WITH INTERIM SUPERINTENDENT

THIS CONTRACT for the 2024-2025 school year is made by and between the Board of Education of the **Howard County School District Number 47-103, a/k/a Elba Public Schools**, hereinafter referred to as “the Board,” and **Dr. Dana L. Wiseman**, 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 10th day of June, 2024, 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 a temporary employment position between the Superintendent and Board of Education, beginning on the 1st day of July, 2024, and automatically ending on the 30th day of June, 2025, 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, 2025: 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, 2025. The Superintendent and the Board of Education further agree that the Superintendent’s signature on this Contract shall constitute a binding and enforceable 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its position in reliance on the Superintendent’s resignation herein and that, as such, such resignation may not be withdrawn once this Contract has been signed by both Parties, absent a mutual written agreement of both Parties. Since the Superintendent’s resignation shall take effect on June 30, 2025, 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, 2025.

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 \$135,000.00. 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.

- 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. District Housing. The Superintendent shall be entitled to access and use the house owned by the District at no cost on the days and times that the Superintendent deems necessary.
- g. 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.

4. Duties. 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.

The Parties hereby agree that the Superintendent is expected to work in the District three days per week and work remotely the other two days per week. It is understood that, from time to time, the Superintendent, in her sole discretion, may elect to work more than three days per week in the District, but the Superintendent will not be required to work more than three days per week in the District.

The following days shall be considered holidays and not working days: July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Memorial Day. If any holiday falls during the workweek, that holiday will reduce the number of days the Superintendent will work in the District that week.

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 the implementation of Board policy. The Superintendent shall be responsible for the 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

