

**EDUCATIONAL SERVICE UNIT 13
ADMINISTRATOR'S CONTRACT OF EMPLOYMENT**

THIS CONTRACT is made by and between the Board of Educational Service Unit No. 13 of the State of Nebraska, and referred to as “the Board” or “the ESU”, and Andrew Dick referred to herein as “the Administrator.” In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Administrator, and the Administrator agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Administrator shall be employed for a period of three years beginning on July 1, 2020, and expiring on June 30, 2023. References to “contract year” shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

Section 2. Renewal of Contract. If a Board representative does not inform the Administrator in writing on or before the seventh day after the regular December board meeting of the Board’s intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of one year from and after the expiration date provided in Section 1 of this contract. The Administrator shall remind the Board in writing of this provision no later than its regular November meeting of each year of this contract and shall make the renewal of his employment contract an agenda item for the regular February board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Administrator shall be responsible for taking all necessary steps to ensure that the ESU has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Administrator’s salary shall be \$168,000 for the 2020-2021 contract year. Salary for future years will be considered annually in January and acted on in February. The salary shall be paid in 12 equal monthly installments beginning in July 2020. The Board shall not reduce the Administrator’s salary during the term of the contract, but may increase it and/or the benefits during the term of the contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The ESU shall withhold other deductions as the Administrator and Board may agree. This contract is subject to the provisions of the State Employees Retirement Act.

Section 5. Professional Status and Representations. The Administrator affirms that he is not under contract with any other board of education or educational service unit covering any part or all of the term provided in this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as an Educational Service Unit administrator in the State of Nebraska which he will register and maintain on file in the ESU's central administrative office. This contract shall not be valid and the Board will not compensate the Administrator for any service performed prior to the date that he registers his certificate. The Administrator represents that: (1) all information he provided in connection with his application for employment with the ESU was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately, (2) he has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code, and (3) he has not had any professional licenses or certificates suspended or revoked.

Section 6. Administrator's Duties. The Administrator's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Administrator agrees to devote his time, skill, labor and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to him. By agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the ESU.

Section 7. Board-Administrator Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Administrator shall be the chief administrative officer for the ESU and shall be responsible for implementing Board policy. He shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He is responsible for administering the business affairs of the ESU. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Administrator for action, study, and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Administrator's Nebraska Administrative and Supervisory Certificate by the State Board of Education; (b) the breach of any of the material provisions of this contract; (c) incompetence; (d) neglect of duty; (e) unprofessional conduct; (f) insubordination; (g) conduct involving moral turpitude; (h) physical or mental incapacity; (i)

immorality; (j) felony conviction; (k) any conduct that substantially interferes with the Administrator's continued performance of his duties; (l) any arrest, criminal charge, or criminal conviction of the Administrator or the failure to report the same; (m) any filing against the Administrator under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (n) knowingly falsifying ESU records or documents; (o) misrepresentation of fact to the ESU and its personnel in the conduct of the ESU's official business; (p) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (q) being under the influence of illegal drugs, controlled substances, or alcohol while on ESU or member schools grounds, at ESU events, or in a vehicle owned, leased or contracted by the ESU except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with State statutes. The parties agree that the Administrator's failure to comply with his duties under Section 2 (Renewal of Contract) or Section 15 (Evaluation) shall constitute a material breach of this contract.

Section 9. Disability. If the Administrator is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than 120 days or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid the Administrator under any insurance coverage furnished by the ESU.

Section 10. Transportation. The Board shall provide the Administrator with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board.

Section 11. Fringe benefits. The Board shall provide the Administrator with the following fringe benefits:

- a. Insurance. The Board shall pay the employer contribution toward health and dental insurance benefits, plus LTD and Life Insurance.
- b. Sick leave. The Administrator shall be entitled to twelve (12) days of sick leave per year which may accumulate to a total of sixty (60) days. Sick leave may be used only for personal illness or as otherwise provided in ESU policy. The Administrator shall not be compensated for unused days of sick leave upon the ending of his employment with the ESU, unless the Administrator resigns with at least twenty (20) years of successful employment experience, he will receive \$50 for each unused sick day for up to 30 days.

- c. Vacation. The Administrator shall be allowed twenty (20) vacation days each contract year, subject to the maximum accrual. Administrator may receive salary compensation for five (5) days and carry over five (5) days of unused vacation each year. Vacation days may be accumulated up to a maximum of thirty (30) days. Upon termination of employment of the Administrator, ESU 13 agrees to pay the Administrator for any unused vacation days, at his then existing salary rate per working day. The Administrator shall utilize the ESU 13 online system to maintain vacation and sick leave records which shall be available to the Board for review upon request. He may use the vacation days at times he chooses as long as his absence does not interfere with the proper performance of his duties. Any extended vacation period while member schools are in session will require advance approval by the Board.
- d. Professional Development. The Administrator is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board, he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.
- e. Professional/Membership Dues. The ESU will pay the annual dues for the Administrator's membership in AASA, NCSA, and Scottsbluff/Gering Rotary Club.
- f. Bereavement Leave. The Administrator shall be permitted bereavement leave as provided in ESU policy.
- g. Holidays. The Administrator shall receive paid holidays as provided in ESU policy.
- h. Expense Reimbursement. The Board shall pay or reimburse the Administrator for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official ESU functions, hearings or meetings, provided that (1) such payment of expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. 13-2201 et seq) or some other provision of law, and (2) the Administrator shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$1,000 or more.
- i. Cell Phone Stipend. Administrator shall receive monthly phone stipend of \$50/month, which is not subject to taxes or retirement.

Section 12. Residence/Domicile in ESU. The Administrator shall have his domicile and principal residence within the boundaries of the ESU as they exist on the first duty day for the Administrator under the terms of this contract; and, the Administrator shall maintain his domicile and residence within the boundaries of the ESU during the term of the agreement, or any renewal, amendment, or continuation thereof. The purposes of this paragraph are to encourage the Administrator: (1) to be highly motivated and deeply committed to the ESU's educational system; (2) to speak to and vote on ballot issues affecting the ESU as a legal voter of the ESU; (3) to be involved in the ESU and activities bringing him in contacts with patrons and community leaders; and (4) to gain sympathy and understanding for the cultural basis of the communities within the ESU, and the social, economic, and environmental problems of the children of the ESU school communities.

Section 13. No penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Administrator from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 14. Compensation Upon Termination. Upon Lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Administrator shall refund any portion of the salary he has been paid but had not earned prior to the date of termination of this contract.

Section 15. Evaluation. The Board shall evaluate the Administrator as provided in Board policy, which is twice during his first year of employment and at least once each year thereafter. The evaluation during each year of employment shall occur no later than the regular December meeting. The Administrator shall: remind the Board members in writing of this provision no later than its regular November meeting; make his evaluation an agenda item for the regular December board meeting during each year of this contract; and provide them the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 16. Legal Actions. The Board will support the Administrator if there is a legal dispute caused by him carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Administrator as a result of his performance of his duties or his position as Administrator of the ESU, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the ESU, and with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 17. Physical or Mental Examination. The Administrator agrees that, at the request of the Board, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of the Americans With Disabilities Act and HIPAA, the physician's report to the Board must address whether the Administrator is able to perform the "essential functions" of his position.

Section 18. Disciplinary Action. The parties agree that the Board president may place the Administrator on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the ESU to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Administrator without pay for a period not to exceed thirty (30) working days. Prior to suspending the Administrator without pay, the Board president or secretary shall deliver a written notice to the Administrator advising him of the alleged reasons for the proposed action and provided the opportunity to present his version of the facts. Within seven (7) calendar days after receipt of such notice, the Administrator may make a written request to the secretary of the board for a hearing under sections 79-1234 through 79-1239. If such a request is not delivered within such time, the action of the Board shall become final.

Section 19. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

Section 20. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Administrator and the Board.

Section 21. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this ____ day of February, 2020.

Board President

Board Secretary

Executed by the Administrator this ____ day of February, 2020

Administrator