

ADMINISTRATOR'S CONTRACT OF EMPLOYMENT EDUCATIONAL SERVICE UNIT NO. 11

THIS CONTRACT is made by and between the **Board of Educational Service Unit No. 11 of the State of Nebraska**, and referred to as "the Board" or "the ESU", and **Greg Barnes**, 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 two year(s) beginning on July 1, 2017, and expiring on June 30, 2019. 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 **December** 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 insure that the ESU has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Administrator's salary for the contract year shall be \$184,000.00 which shall be paid in 24 equal monthly installments beginning on the 22nd of July 2017 and payable on the 7th and 22nd of each month that follows with a final payment on the 7th of July 2018. 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 this 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 Administrator authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Administrator or the value of property or money entrusted to the Administrator or owed by the

Administrator to the ESU during the course of or as a result of the Administrator's employment, if such property or money have not properly been returned to the ESU. The ESU shall withhold other deductions as the Administrator and Board may agree.

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 Administrator of schools 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 instruction of students and 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 certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Administrator's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Administrator or the failure to report the same; (n) 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; (o) knowingly falsifying ESU records or documents; (p) misrepresentation of fact to the ESU and its personnel in the conduct of the ESU's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on ESU or member school 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 to 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 make available for purchase at the Administrator's expense health, dental, life (either \$25,000 or \$50,000) and disability insurance. All such insurance plans will be equal or superior to that made available by the Board to members of the ESU 11 Education Association Bargaining Unit and Classified staff members.
- b. Sick Leave.** The Administrator shall be entitled to fourteen (14) days of sick leave per year which may accumulate to a total of one hundred twenty (120) days. Sick leave may only be used for personal illness or as otherwise provided in ESU policy. If the Administrator purchases and then qualifies for disability pay under the long-term disability policy, he shall be required to take all available sick leave days before disability payments begin. The Administrator shall keep complete and accurate records of his sick days and shall provide the Board of Education with a report of his accumulated sick days at least quarterly. The Administrator shall not be compensated for unused days of sick leave upon the ending of his employment with the ESU.
- c. Vacation.** The Administrator shall have twenty (20) vacation days for the 2016-17 contract year which he may use at times he chooses so 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, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the ESU. After the 2016-17 contract year, the Board shall give the Administrator the number of days necessary to restore his total to twenty (20) days. For example, if he uses 12 days of vacation one year, the board will provide him with 12 days the following year to bring his total to 20 days. The Administrator shall develop a system for recording his use of vacation days and shall keep such records current and on file in the ESU's central office. The Administrator shall keep complete and accurate records of his vacation days and shall provide the Board with a report of his accumulated vacation days at least quarterly. The Board may require him to use his vacation days and shall compensate him for unused vacation days upon the conclusion of his employment at the rate of \$100.00 per day.

- 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 Dues.** The ESU will pay the annual dues for the Administrator's membership in the following organizations: AESA, ESUCC, and NCSA.
- f. Physical Examination.** The Administrator may voluntarily undergo a physical examination. The Administrator agrees that he will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$100.00 of the cost of such physical examination and physician's reports which are not paid for by the Administrator's insurance coverage shall be paid by the ESU.
- g. Bereavement Leave.** The Administrator shall be permitted bereavement leave as provided in ESU policy
- h. Holidays.** The Administrator shall receive the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.
- i. 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 or 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.

Section 12. Residence/Domicile in ESU. The Administrator shall have her 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 this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Administrator is in his first year of employment with the ESU and does not have his domicile and principal place of residence within the ESU at the time of his employment, the Administrator shall move his domicile and principal place of residence into the corporate limits of the ESU before the expiration of the first six months from the Administrator's first duty day under this contract. It is the purpose of this paragraph to require the Administrator to, at all times during such employment, live and maintain his domicile and principal place of residence in the ESU 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 ESU and community activities bringing him in contact with patrons and community leaders and be committed to the future of the ESU and its member schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Administrator; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the ESU and school communities and are thus less likely to be considered isolated from the community in which he is an educational leader.

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 and Credit for Accrued Vacation. 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 was paid but had not earned prior to the date of termination of this contract. He shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

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 twice each year thereafter. The first evaluation during the 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 with 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 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 contact.

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 16th day of December, 2016.

Board President

Board Secretary

Executed by the Administrator this ____ day of _____, 2016.

Administrator

