

**ADMINISTRATOR'S CONTRACT OF EMPLOYMENT
EDUCATIONAL SERVICE UNIT NO. 4
Proposed**

THIS CONTRACT is made by and between the **Board of Educational Service Unit No. 4 of the State of Nebraska**, and referred to as "the Board" or "the ESU", and **Gregg Robke**, 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 (2) years beginning on July 1, 2020, and expiring on June 30, 2022. 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, non-duty days, or leave days listed in Section 12.

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 ensure that the ESU has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The annual salary for the Contract Year shall be **One Hundred Twenty-One Thousand Two Hundred** Dollars (**\$121,200.00**). The salary for each subsequent Contract Year shall be determined by mutual agreement of the parties on or before July 1st of the year prior to the Contract Year for which the salary is being determined. If during any year, the parties do not mutually agree on a salary for the next Contract Year, such salary shall remain the same as the salary for the then existing Contract Year. The Board may not reduce the Administrator's annual salary, but may increase it without such increase constituting an amendment to this Contract that would require notice or a hearing.

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. Legal Requirements and Representations. The Administrator: (1) shall hold a valid and appropriate administrative certificate from the State of Nebraska and (2) shall not contract with any other board of education or educational service unit to perform any or part of the duties which the Administrator must perform for ESU 4. The Administrator represents that: (1) all information he provided in connection with his application for employment with ESU 4 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, 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. 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 7. Administrator's Duties; Use of Time. 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 8. 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 9. 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 or members school 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 10. 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 **ninety (90)** 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 11. 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 12. Fringe Benefits. The Board shall provide the Administrator with the following fringe benefits:

- a. Health Insurance.** Family health insurance that is provided to certificated staff through the ESU's health insurance carrier.
- b. Dental Insurance.** Family dental insurance that is available to certificated staff through the ESU's health insurance carrier.
- c. Life Insurance.** Term life insurance with a total death benefit of Thirty-Thousand Dollars (\$30,000).
- d. Retirement.** The Nebraska School Employees Retirement Act applies to the Administrator's employment hereunder.
- e. Sick Leave.** The Administrator shall have fifteen (15) days of paid sick leave for each Contract Year. Sick leave days may be used by the Administrator on days which the Administrator is unable to perform his duties because he is sick. Unused sick leave may be carried over from Contract Year to Contract Year. If the Administrator carries forward any sick leave days to any Contract Year, the number of sick leave days he shall be awarded in such Contract Year shall be the lesser of (a) fifteen (15) days and (b) the number of days which will bring the Administrator's accumulated unused sick leave days to seventy (70). In no case shall the Administrator accumulate more than seventy (70) days of unused sick leave. The Administrator shall maintain, and keep current, a record of his sick leave which the Administrator shall make available to the Board upon the Board's request.
- f. Disability Insurance.** The Administrator shall purchase long-term disability insurance from the ESU's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- g. Vacation.** The Administrator may receive up to fifteen (15) days of paid vacation leave for each Contract Year. Vacation leave days may be used at the Administrator's sole discretion, provided that he makes reasonable efforts not to use them when such use would interfere with his ability to attend the Board's meetings. Unused vacation leave will be carried over from Contract Year to Contract Year. If the Administrator carries forward any vacation leave days to any new Contract Year, the number of vacation leave days he shall be awarded for the new Contract Year shall be the lesser of (a) fifteen (15) days and (b) the number of days which will bring the Administrator's accumulated unused vacation leave days to fifteen (15). For example, if the Administrator has 15 days in Year

1 and uses only 7 days, the Administrator would receive 7 days for Year 2 to bring his total back to 15. In no case shall the Administrator accumulate more than fifteen (15) days of unused vacation leave. The Administrator shall keep a current record of his vacation leave which he shall provide upon the Board's request. If the Administrator has any accrued, unused vacation days from his previous employment position with ESU 4, he shall not accrue any additional vacation days unless and until his total accrual falls below fifteen (15).

- h. 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.
- i. Professional Dues.** During the term of this Contract, the Board shall pay the Administrator's membership fees for the following organizations: Educational Service Unit Coordinating Council, Association of Educational Service Agencies, American Association of School Administrators, Nebraska Council of School Administrators, Nebraska Association for School Curriculum and Development, and Administrators and Supervisors Council. Upon approval of the Board, the Board may pay the Administrator's membership fees for other organizations.
- j. Holidays.** The Administrator shall receive the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- k. Non-Duty Days.** Non-duty days include scheduled days when the ESU is not open and when staff are not required to be at the ESU.
- l. 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 \$300.00 or more.

m. Cell Phone. The Administrator shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from ESU grounds during the work day.

Section 13. 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 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 14. 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 15. 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 16. Evaluation. The Board shall evaluate the Administrator as provided in Board policy, which is two during his first year of employment and at least

once each year thereafter. The first 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 with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 17. Legal Actions. The Board will support the Administrator if there is a legal dispute caused by his 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 18. 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 19. 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 20. 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 21. 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 22. 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 _____, 20_____.

Board President

Board Secretary

Executed by the Administrator this _____ day of _____, 20_____.

Administrator