



## ADMINISTRATOR CONTRACT

COPY

THIS CONTRACT is made by and between the Board of Directors of Educational Service Unit No. One, hereinafter referred to as "the Board," and Dr. Bill Heimann hereinafter referred to as "the Administrator."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 9th day of March, 2021, the Board hereby agrees to employ the Administrator, and the Administrator hereby agrees to accept such employment, subject to the following terms and conditions:

### Section 1. Term of Contract

- A. Initial Term. The Administrator shall be employed for a period of two (2) years, beginning on the 1st day of July 2021, and ending on the 30th day of June 2023. References in this Contract to "contract year" shall mean the period of July 1 to June 30. Each year of this Agreement shall consist of 245 days of service per year subject to vacation days as provided herein.
- B. Automatic Extensions. Effective on the 1st day of December of each year, this Contract shall be automatically extended for one (1) additional year beyond the initial term, or one (1) additional year beyond the end of any extended term, whichever is later. To prevent such automatic extension, the Board must give notice to the Administrator, or the Administrator must give notice to the Board, in writing, and prior to the 31st day of January of each year, of intent to not extend the Contract for an additional year. Notice by the Board of such intent must be given pursuant to official approved Board action. Notice by the Administrator of such intent must be given to the Board Chairman or Board Secretary.

### Section 2. Salary.

- A. Salary for Initial Term. The annual base salary for the first contract year shall be: \$185,330. Salary for Extended terms. The salary for any renewal or extension periods shall be set by mutual agreement of the Administrator and the Board, but shall in no event be less than the annual salary for the immediately preceding contract year.
- B. Payment of Salary and Adjustments. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the Unit. Salary payments shall be subject to state and federal withholding required by law, including without limitation retirement contributions, FICA, FUTA, Medicare, and state or federal unemployment contributions. The Board retains the right to adjust the Administrator's annual salary upward during the term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The Administrator's salary shall not be reduced during the term of this Contract.
- C. Payment of Salary Upon Cancellation. Upon lawful cancellation of this Contract, the Administrator shall be paid an amount equal to the annual salary for the contract year in which the cancellation is effective multiplied by the following fraction: (1) a numerator equal to the number of months of fraction thereof which have expired in the contract year in which such cancellation is effective, over (2) a denominator equal to twelve months.

### Section 3. Leave Benefits.

Leave Benefits Defined.

- A. Nature of Paid Leaves. Paid leave from the Administrator's professional duties are available to the Administrator when the following specific conditions are met: (1) the Administrator is currently

employed by the ESU; (2) the leave day is taken on a day the Administrator would otherwise be expected to be at work; and (3) the Administrator has met the conditions for such leave to be taken as applicable to each specified form of paid leave. All paid leave is subject to the following:

1. Leave Year. The leave year is the Administrator's contract year of July 1 through June 30 of each year this contract is in effect.
2. Unused Leave. There shall be no pay for leave available but unused either during or upon ending of employment except as may be specifically set forth herein.
3. Daily Rate. The effective daily rate of pay shall be computed at the rate of 1/245 of the Administrator's annual salary.

B. Vacation:

1. Vacation. The Administrator shall be allowed twenty (20) working days of vacation leave during each contract year. Vacation shall not be taken at times that would interfere with the Administrator's attendance at regularly scheduled Board meetings or at times when the Administrator's duties require the Administrator's attendance at school (e.g., beginning and end periods of the school year).
2. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days from a prior contract year shall be subtracted from the number of vacation days the Administrator has for the following contract year, such that the total vacation days at the beginning of each contract year be twenty (20). Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay at the time each unused vacation day first became available.

C. Sick Leave/Bereavement Leave:

1. Amount and Use. The Administrator shall be allowed fourteen (14) working days of sick leave each contract year all exclusive of Saturdays, Sundays, and legal holidays.
2. Availability. Sick leave is a paid workday when the Administrator may be absent from duties. Sick days are only available when the Administrator is currently employed by the ESU and the Administrator is unable to perform assigned duties due to the illness or temporary disability of the Administrator or due to the Administrator needing to care for a member of the Administrator's immediate family who is ill or has a serious health condition. Immediate family shall mean the Administrator's spouse and dependent children.
3. Bereavement Leave. Five (5) days of sick leave may be used for family bereavement leave and one (1) day of sick leave for non-family bereavement leave per contract year. For purposes of this subparagraph, the term family means the Administrator's spouse, child, parent, parent-in-law, sibling, sibling-in-law, son or daughter-in-law, the Administrator's grandparents, spouse's grandparents, and the Administrator's grandchild.
4. Non-Dependent Sick Leave. Three (3) days of Non-Dependent sick leave may be used to care for non-dependent family members. Non-dependent family members shall include Administrator's non-dependent children, parent, parent in-law, siblings, grandparents, spouse's grandparents, grandchildren and other relatives that require the Administrator's presence in medical situations.
5. Carry-over and Accumulation. Unused sick leave may be carried over from one leave year to the next succeeding leave year or years. The maximum that may be accumulated is 65 days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing leave year or years until the accumulated number of days is less than 65, and then only to the extent necessary to restore the total number of available sick leave days to maximum of 65 days.

6. Unused Days. There shall be no pay for unused sick leave either during or upon ending of employment.

D. Personal Leave:

1. Days Per Leave Year. Two (2) days are available to the Administrator each leave year.
2. Availability. Paid personal is available for the purposes of allowing the Administrator to attend to personal matters.
3. Carryover and Accumulation. There is no carryover or accumulation of unused personal leaves.

The Business office shall maintain a log of days worked and leave used, which shall be available to the Board for review. For the purpose of this section of the term "working days" shall not include Saturdays, Sundays, or legal holidays.

**Section 4. Other Fringe Benefits.**

- A. Health and Dental Insurance. The ESU shall provide the Administrator ESU #1 group sponsored Blue Cross & Blue Shield family health/dental insurance if the Administrator chooses to enroll in said plan, or any of the other group sponsored Blue Cross & Blue Shield four-tier plan. The Administrator may utilize the IRS 125 Cafeteria Plan (payroll deduction) for any additional premium requirements.
- B. Life Insurance. A group Term life insurance policy will be issued in the amount of \$60,000 with the ESU paying for \$50,000 of that coverage.
- C. Transportation. The Board shall provide the Administrator with transportation required in the performance of his official duties or shall reimburse him for such transportation at the rate annually set by the Board.
- D. Health Examinations. The Administrator shall be provided one annual medical examination in each contract year at the cost of the Board. The Administrator may, at his option, disclose such portions of the medical exam herein referred to as in his sole discretion he elects to. Nothing in this subparagraph shall be construed to require the Administrator to make any medical disclosures to the Board in any fashion that violates any applicable reporting or privacy laws.
- E. Phone Stipend. A monthly phone stipend of \$75/month will be paid to the Administrator, which is not subject to taxes or retirement.
- F. Professional Meetings. The Administrator shall attend appropriate professional meetings at the local, state and national level, and such attendance shall not be taken against the Administrator's allowable leave days. Such attendance shall be scheduled so as to not interfere with the proper performance of the Administrator's duties as Administrator. The expenses of attendance shall be paid by the Board of Directors, as and to the extent permitted by law and Board policy. The Board shall and does approve expenses for attendance at state administrator's conferences, and one (1) national conference in the area of the professional responsibility of the Administrator at the discretion of the Administrator.
- G. Expense Allowance. The Administrator will be allowed \$2,500 annually as an expense allowance and paid over a twelve-month period. This amount will be added to payroll and subject to required payroll taxes.
- H. Dues. Annual dues for membership in the Nebraska Council of School Administrators will be paid by the Agency.
- I. Legal Actions. In the event of any legal actions are threatened or filed against the Administrator as a result of the performance of duties under this Contract, or the Administrator's position as Administrator for the Agency, including professional practice complaints against the Administrator, the Board shall provide a legal defense to the Administrator, to the maximum, extent permitted by law.

Benefits shall be equivalent to that provided to other certificated staff of the Agency, except to the extent otherwise provided for herein.

### **Section 5. Legal Requirements.**

The Administrator affirms that: (1) the Administrator holds or will hold a valid and appropriate certificate to act as an Administrator of ESU #1 in the State of Nebraska throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to act as an Administrator of ESU's in the State of Nebraska shall be registered as required by law; and (3) the Administrator 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. It is further agreed that there shall be no penalty for release or resignation by the Administrator 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. This Contract is subject to provisions of the School Employees' Retirement Act.

### **Section 6. Performance of Duties.**

- A. Use of Time. The Administrator shall faithfully perform the duties of the Administrator of ESU #1, in and for the Agency as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. The Administrator agrees to devote the Administrator's full time, skill, labor and attention to the performance of the duties of the Administrator of ESU #1 throughout the term of this Contract; provided, however, the Administrator, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations so long as such other work is not inconsistent with the Administrator's duties and obligations to the Board. Regular dependable attendance is an essential function of the Administrator's duties.
- B. Specifications of Duties. The duties of the Administrator shall be as prescribed in the Board Policy Manual, which duties are incorporated by reference into this Contract as if set forth verbatim herein. The duties as prescribed in the Board Policy Manual shall not be substantially changed during this Contract without the consent of the Administrator by an amendment to this Contract. The Administrator shall not be responsible for performance of duties assigned by individual members of the Board of Directors, or duties assigned without official action of the Board of Directors, except as specifically set forth in the Board Policy Manual.
- C. Board-Administrator Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Administrator shall be the chief administrative officer for the Agency, and shall have primary responsibility for implementation of Board policy. The Board of Directors agrees, individually and collectively, to promptly refer all criticism, complaints and suggestions concerning operations of the Agency, including without limitation matters relating to personnel and students, to the Administrator for action, study or recommendation, as appropriate, and to not comment or take action on such matters except upon recommendation of the Administrator or upon the Administrator having been permitted sufficient opportunity to respond to the matter.

### **Section 7. Discharge.**

The contract of the Administrator may be cancelled or amended by a majority of the members of the Board of Directors during the term of the Contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Administrator's certificate (Nebraska Administrative and Supervisory Certificate, or Nebraska Professional Administrative and Supervisory Certificate), by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) intemperance; or (k) conviction of a felony. The procedures for cancellation during the term of the contract shall be in accordance with the applicable *Nebraska Revised Statutes*.

**Section 8. Contract Enforceability.** All applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract shall govern the parties. This Contract shall be interpreted under the laws of the State of Nebraska.

- A. Amendments. This Contract may be modified or amended only by a writing duly authorized and executed by the Administrator and the Board. This Contract is subject to the following Addendum (state if applicable):
- B. Severability. If a court of competent jurisdiction shall declare any portion of this Contract invalid or unenforceable, such declaration shall not affect the validity or enforceability 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 9th day of March, 2021

By:

Board President



By:

Board Secretary



**EXECUTED BY THE ADMINISTRATOR** this 10 day of MARCH, 2021.



Dr. Bill Heimann, Administrator

