

## EDUCATIONAL SERVICE UNIT #17

### Contract of Employment with Administrator/Special Education Director

THIS CONTRACT is made by and between the Board of Education of Educational Service Unit No. 17 referred to as "the Board," and Geraldine Erickson, hereinafter referred to as "the Administrator/Special Education Director."

WITNESSETH: 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) **Term.** The Administrator shall be employed for a period of 1 year beginning on the 1st day of July 2019, and ending on or about the 30th day of June 2020. The Administrator/Special Education Director contract shall consist of 242 working days. References in this Contract to "contract year" shall mean the period of July 1 to June 30.

#### Section 2. Salary.

(a) **Salary for Term.** The annual salary shall be \$134,892.

(b) **Salary for Extended Terms.** The salary for any extended terms shall be set by mutual agreement of the Administrator/Special Education Director and the Board, but shall in no event be less than the annual salary for the immediately preceding contract year.

(c) **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/Special Education Director's annual salary upward during the term of this Contract, as an amendment hereto, without the adjustment constituting a new contract, extended term or extending the length of this Contract. The Administrator/Special Education Director's salary shall not be reduced during the term of this Contract.

(d) **Payment of Salary Upon Cancellation.** Upon lawful cancellation of this Contract, the Administrator/Special Education Director 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 or 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. Leaves and Other Fringe Benefits.

**(a) Leaves.** The Administrator/Special Education Director shall be allowed 20 working days of vacation leave and 9 working days of sick leave during each contract year, exclusive of legal holidays. Vacation days are to be used in a manner and at times selected by the Administrator/Special Education Director provided the Administrator/Special Education Director makes reasonable efforts to not schedule vacations, which would cause the Administrator/Special Education Director to not be able to attend regular scheduled meeting of the Board of Education. Any unused vacation or sick leave may be carried over from one contract year to the next, subject to a maximum accumulation of 60 days of sick leave. The Administrator/Special Education Director shall maintain a vacation and sick leave log which shall be available to the Board for review.

**(b) Additional Salary.** The Administrator/Special Education Director shall be provided the following additional salary as set by the local negotiation team of \$23,170. Salary shall be equivalent to that provided to other certificated staff of the Unit, except to the extent otherwise provided for herein.

**(c) Transportation.** The Board shall reimburse the Administrator/Special Education Director for such transportation at the IRS rate permitted by law.

**(d) Professional Meetings.** The Administrator/Special Education Director shall attend appropriate professional meetings at the local, state and national level, and such attendance shall not be taken against the Administrator/Special Education Director's allowable leave days. Such attendance shall be scheduled so as to not interfere with the proper performance of the Administrator/Special Education Director's duties as Administrator/Special Education Director. The expenses of attendance shall be paid by the Board of Education, as and to the extent permitted by law and Board policy.

**(e) Legal Actions.** In the event of any legal actions are threatened or filed against the Administrator/Special Education Director as a result of the performance of duties under this Contract, or the Administrator/Special Education Director's position as Administrator/Special Education Director for the Unit, including professional practice complaints against the Administrator/Special Education Director, the Board shall provide a legal defense to the Administrator/Special Education Director, to the maximum extent permitted by law. This section shall not apply to legal actions or professional practice complaints initiated by the Board against the Administrator/Special Education Director or those initiated by the Administrator/Special Education Director against the Board of the Unit.

**Section 4. Legal Requirements and Representations.** The Administrator/Special Education Director affirms that: (1) the Administrator/Special Education Director holds or will hold a valid and appropriate certificate to act as an Administrator/Special Education Director in the State of Nebraska throughout the term of this Contract and any extended terms of the Contract; (2) the required certificate to act as an Administrator/Special Education Director in the State of Nebraska shall be registered and filed as required by law; and (3) the Administrator/Special Education Director 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/Special Education Director 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 the provisions of the Nebraska School Employees Retirement Act.

The Administrator/Special Education Director represents as follows: (1) all information in application for employment and other information provided at the time of hire is true and accurate, and if said information ceases to be true, Administrator/Special Education Director will advise immediately; (2) Administrator/Special Education Director has never been convicted or plead no contest or otherwise be adjudicated for a felony, or any other offenses involving moral turpitude, abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 27; and (3) Administrator/Special Education Director has not suffered suspension or revocation of any educational professional license or certificate.

## **Section 5. Performance of Duties.**

**(a) Specification of Duties.** The duties of the Administrator/Special Education Director shall be as prescribed in Board of Education Policy or written job description as approved by the board from time to time, which duties are incorporated by reference into this Contract as if set forth verbatim herein. The duties as initially prescribed shall not be substantially changed during the term of this Contract without the consent of the Administrator/Special Education Director by an amendment to this Contract. The Administrator/Special Education Director shall not be responsible for performance of duties assigned by individual members of the Board of Education, or duties assigned without official action of the Board of Education, except as specifically set forth in board of Education Policy.

**(b) Board-Administrator/Special Education Director Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Administrator/Special Education Director shall be the chief administrative officer for the Unit, and shall have primary responsibility for implementation of Board policy. In cases of no Board policy or an emergency, the Administrator/Special Education Director is authorized to take action as necessary or appropriate to the situation. The Board of Education agrees, individually and collectively, to promptly refer all criticism, complaints and suggestions concerning operations of the Unit, including without limitation matters relating to personnel and students, to the Administration/Special Education Director for action, study or recommendation, as appropriate, and to not comment or take action on such matters except upon recommendation of the Administrator/Special Education Director or upon the Administrator/Special Education Director having been permitted sufficient opportunity to respond to the matter.

**Section 6. Discharge.** The Contract of the Administrator/Special Education Director may be canceled or amended by a majority of the members of the Board during the term of the Contract for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the Administrator/Special Education Director'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 for 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 7. Contract Enforceability.**

(a) **Applicable Law.** 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. The Contract shall be interpreted under the laws of the State of Nebraska.

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

EXECUTED BY THE BOARD this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Educational Service Unit #17

By:

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

EXECUTED BY THE ADMINISTRATOR this

\_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Administrator/Special Education Director