



ADMINISTRATOR CONTRACT

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. Robert H. Uhing, 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, 2016, 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 three (3) years, beginning on the 1st day of July 2016, and ending on the 30th day of June 2019. 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.
- 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: \$137,500.00. In addition to the base salary, the Administrator will receive a non-index wage of: \$27,500.00.
- B. 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.
- 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'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.
- D. 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.

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 Administrator shall maintain a vacation and sick leave log 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 pay a maximum of \$526.55/month towards a ESU #1 group sponsored Blue Cross & Blue Shield single health/dental insurance plan if the Administrator chooses to enroll in said plan, or that same amount may be applied towards any 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. Professional Meetings. The Administrator shall attend appropriate professional meetings at he 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 administrators conferences, and one (1) national conference in the area of the professional responsibility of the Administrator at the discretion of the Administrator.
- F. Dues. Annual dues for membership in the Nebraska Council of School Administrators will be paid by the Agency.
- G. 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.

- 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 16th day of March, 2016.

By: David Dowling
Chairman, Board of Directors

By: Ronald G. Wenstrand
Secretary, Board of Directors

EXECUTED BY THE ADMINISTRATOR this 17 day of March, 2016.

Robert H. Uhing
Dr. Robert H. Uhing, Administrator