

CONTRACT OF EMPLOYMENT WITH INTERIM ADMINISTRATOR OF
EDUCATIONAL SERVICE UNIT 7
COLUMBUS, NEBRASKA

THIS CONTRACT OF EMPLOYMENT is made by and between the Board of Educational Service Unit 7 (ESU 7), hereinafter referred to as "the Board", and Kris Elmshaeuser hereinafter referred to as "the Interim Administrator".

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 24th day of April, 2024, the Board hereby agrees to employ the Interim Administrator, and the Interim Administrator hereby agrees to accept such employment subject to the following terms and conditions:

Section 1. Term of Contract. The Interim Administrator shall be employed on the 15th day of July, 2024, and expiring on the 30th day of June, 2025, excluding Saturdays, Sundays and legal holidays. A "contract year" for purposes of this Contract shall be from July 15 to June 30 for 196 days.

Section 2. Total Compensation:

Salary. The annual salary for the 2024-2025 contract year shall be: \$144,000.00. Said 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 Educational Service Unit. The Interim Administrator's salary shall not be reduced during the term of this Contract.

In consideration of this annual salary, the Interim Administrator agrees to perform faithfully, duties of the Interim Administrator in and for the Educational Service Unit as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder.

Fringe Benefits. The Interim Administrator will receive LTD Premium reimbursement: \$534.24 and Life Insurance: \$66.00.

Leave Benefits. For the purpose of this section, the term "working days" shall not include any Saturday, Sunday, legal holiday, or break as indicated on Educational Service Unit Board approved calendar. Paid leave is available to the Interim Administrator when the following specific conditions are met: (1) the Interim Administrator is currently employed by ESU 7 and (2) the paid leave day is taken on a day Administrator would otherwise be expected to be at work.

(a) Sick Leave: The Interim Administrator shall be entitled to 10 sick leave days during the year of this contract.

(b) Personal Leave: The Interim Administrator may receive up to 2 personal leave days during the year of this contract. Personal leave days may be used at the Interim Administrator's sole discretion, provided that the Interim Administrator makes reasonable efforts not to use them when such use would interfere with the Interim Administrator's ability to attend the Board's meetings.

Meetings and Dues: The Interim Administrator shall attend appropriate professional meetings at the local and state levels provided that such attendance does not interfere with the proper performance of Interim Administrator's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by ESU 7 consistent with Board policies. In addition, ESU 7 shall pay the Interim Administrator's annual dues to the following organization: Nebraska Council of School Administrators (NCSA).

Transportation. The reasonable and necessary expenses of transportation required in the performance of Interim Administrator's official duties shall be reimbursed at the rate set by the Board for ESU 7 travel.

Indemnification. ESU 7 shall, to the extent permitted by law, defend, hold harmless, and indemnify the Interim Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Interim Administrator in the Interim Administrator's individual capacity or the Interim Administrator's official capacity as an agent or employee of ESU 7, provided that the incident arose while the Interim Administrator was acting (or, in good faith, reasonably believed that the Interim Administrator was acting) within the scope of the Interim Administrator's employment with ESU 7 and ESU 7 is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Interim Administrator and shall not obligate ESU 7 beyond any applicable insurance coverage ESU 7 has available.

Section 3. Professional Status. The Interim Administrator hereby affirms that the Interim Administrator is not under contract with another school board or educational service unit covering any part of or all of the same terms provided in this Contract. The Interim Administrator further affirms that throughout the term of this Contract she will hold a valid and appropriate certificate to act as an Educational Service Unit Interim Administrator in the State of Nebraska.

Section 4. Interim Administrator's Duties. The Interim Administrator agrees to perform faithfully the duties of the position as prescribed by the laws and regulations of the State of Nebraska; the policies, rules and regulations promulgated by the Board; the Interim Administrator Job Description; and the directives of the Board.

Section 5. Board - Interim Administrator Relationship. The Board shall have primary responsibility for formulating (in collaboration with the Interim Administrator) and adopting Board policy. The Interim Administrator shall be the chief administrative officer for the Educational Service Unit, and shall have primary responsibility for implementation of Board policy. The Interim Administrator shall be responsible for development of regulations and rules consistent with Board policy and shall communicate with the board about these regulations and rules. In the absence of Board policy on matters which require prompt action, the Interim Administrator shall have the authority to act using the Interim Administrator's professional judgment and consistent with legal requirements; provided that the Interim Administrator shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibility of the other party. The Board, individually and collectively, will promptly refer all criticisms, complaints, and suggestions called to its attention to the Administrator for action, study and/or recommendation, as appropriate.

Section 6. Contract Termination. Throughout the term of this Contract the Interim Administrator may be discharged if she materially breaches any provision of this Contract, or performs any act which substantially inhibits his/her ability to discharge his/her duties as Interim Administrator, including, but not limited to: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory

Certificate, or the 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) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) physical or mental incapacity; or (i) 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. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Interim Administrator from this Contract; provided no resignation shall become effective until expiration of the Contract unless accepted by the Board and the Board shall fix the time at which the resignation shall take effect.

Section 8. Disability. Should the Interim Administrator be unable to perform his/her duties by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than six (6) continuous months, or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may in its discretion terminate this Contract, whereupon the respective rights, duties, and obligations of the parties hereunder shall terminate.

Section 9. Deductions. This Contract shall conform to the statutes and regulations governing deductions from compensation. ESU 7 shall withhold other deductions as the Interim Administrator and Board may agree.

Section 10. 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 Contract.

Section 11. Amendments to be in Writing. This Contract may be modified or amended only by a writing duly authorized and executed by the Interim Administrator and the Board.

Section 12. Severability. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, 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 date indicated below.

Executed by the Board this 20th day of May, 2024.

President, Educational Service Unit 7 Board

Secretary, Educational Service Unit 7 Board

Executed by the Interim Administrator this ____ day of May, 2024.

Kris Elmshaeuser