

**CONTRACT OF EMPLOYMENT
EDUCATIONAL SERVICE UNIT 8
ADMINISTRATOR CONTRACT**

It is hereby agreed by and between the Board of Directors of Educational Service Unit 8 located in Antelope County in the State of Nebraska, (hereinafter called the Board) and **Bill Mowinkel** (hereinafter called the Administrator) that the Board in accordance with its action as found in the minutes of the meeting held on May 16, 2016 has and does hereby employ Bill Mowinkel as Administrator for the first year of a three-year period commencing **July 1, 2016** and expiring on **June 30, 2019**. Both parties agree that the employee shall perform the duties of the administrator in and for the public schools in the Unit as prescribed by the laws of the State of Nebraska and by the policies, rules, and regulations made hereunder by the Board of the Unit.

1. The Board shall pay the Administrator an annual salary of **\$163,150.00** to be paid for the **2018-2019** year. The salary for the ensuing years may be negotiated upward by the Board of Educational Service Unit 8. In addition to the stated salary, the Administrator will receive the same fringe benefits as given to other employees as per the negotiated agreement. The Administrator agrees to perform faithfully the duties of the Administrator and to serve as chief executive officer of the Board and the chief Administrative head of the Service Unit. The annual salary shall be paid in twelve equal installments beginning July 24th in accordance with the policies of the Board governing payments of other professional staff members of the Unit. The Board retains the right to adjust the annual salary upward during the term of this contract, as an amendment.

2. During the term of this contract, in the event the Administrator violates any provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which, substantially inhibits the Administrator's ability to discharge the duties as set forth herein, including but not limited to: (a) becoming legally disqualified to administer in the State of Nebraska; (b) participation in any fraud; (c) causing any intentional damage to property; (d) engaging in any unlawful act; (e) becoming physically or mentally disabled; (f) insubordination; (g) neglect of duty, or (h) immorality; then the Administrator may be discharged; provided the Administrator has been given the cause or causes for discharge in writing and has been given an opportunity for and due notice of a hearing before the Board prior to official action being taken. Nothing contained herein shall prevent the suspension of the Administrator with pay, from his duties during the pendency of such proceedings.

3. Throughout the terms of this contract the Administrator shall devote his time, skill, labor and attention to the position for which he is herein employed, provided, however the Administrator may, with the permission of a majority of the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional activities.

4. The Administrator is authorized to organize, reorganize, and arrange the administrative and supervisory staff with the concurrence of the Board. The administration of instruction and business affairs shall be lodged with the Administrator. The responsibility for the selection, placement and transfer of personnel shall be with the Administrator with approval of the Board. The Board or its individual members shall refer all criticisms, complaints, and suggestions to the Administrator for study and recommendation.

5. The Board shall provide the Administrator with transportation required in the performance of his official duties during the term of his employment or shall reimburse him for such mileage at the approved rate.

6. Vacation. The Employee shall receive 30 vacation days for the **2018-2019** year. If either party to this contract terminates the employment relationship during or at the conclusion of the **2018-2019** year, the Employee shall be compensated for each day of unused vacation at the hourly rate and scheduled work hours described above. If the parties continue the employment relationship beyond the next

school year, the Employee may carry forward any accrued but unused vacation days. If the Employee carries forward accrued vacation days, he/she shall receive additional vacation days for the next contract year to bring the total of accrued vacation days to 30. In no event shall the Employee receive additional days beyond the 30-day accrual cap.

7. This contract shall conform to the regulations governing deductions from the above state compensation with reference to Withholding Tax, Social Security, and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties of this contract. This contract shall be deemed to have been entered into subject to all provisions of the Laws of the State of Nebraska.

8. The Board may require the Administrator to continue his professional development and to participate in relevant learning experiences. The Administrator may attend appropriate professional meetings at the local, state, regional, and national levels. Valid expenses of required attendance will be borne by the Unit.

9. The Administrator shall receive personal benefits accorded to other professional employees of the district, and such other benefits that may be determined by the Board.

10. Failure to notify the Administrator in writing, not later than the date as required by law prior to the expiration of this contract of the Board's intention not to renew this contract, shall result in the automatic extension of this contract for an additional year.

11. If said employee does not accept and deliver one signed copy of this contract to the Chief Administrator or to the Secretary of the Board of Education of said Unit on or before **May 21st, 2018**, this contract is null and void.

Executed this 21st day of May, 2018.

Dan Garner President, Board of ESU 8

Tim Lambert Vice-President, Board of ESU 8

William Kuester Secretary, Board of ESU 8

Bill Mowinkel Administrator