

Educational Service Unit No. 9 Administrator Contract

THIS AGREEMENT is made between the Board of Educational Service Unit 9 of the State of Nebraska (hereinafter "ESU 9") and Kraig J. Lofquist (hereinafter "Administrator").

ESU 9 agrees to employ Kraig J. Lofquist as ESU 9's administrator beginning July 1, 2018, and ending on or about June 30, 2021, with the option, but not the obligation, of the board to "roll over" the contract on a yearly basis. Salary and fringe benefits and other matters relating to employment are as follows:

1. a. SALARY.

For the first year of this agreement, ESU 9 agrees to pay the sum of \$153,941.00 to the Administrator divided into 12 equal installments of \$12,828.42, subject to certain deductions described further herein for such services. The first such payment will be made July 15, 2018, with an equal sum to be paid on or about the 15th day of each month hereafter through and including June 15, 2019. Remaining contract years' salary will be determined by the board at a later date.


b. DUTIES OF ADMINISTRATOR.

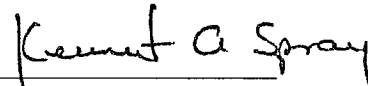
In consideration of the salary and other benefits paid by ESU 9 to Administrator, the Administrator agrees to perform all of the duties required by applicable statute, administrative regulation, Board policy, job description, or other lawful directive from the Board, and shall provide 225 days of service subject to vacation and sick leave as herein below set out.

2. STATUTORY DEDUCTIONS. ESU 9 agrees to deduct from the sums set forth in paragraph 1 an amount adequate for paying an employee's share of FICA, Medicare contribution, and state retirement, and federal and state income tax as required.
3. ATTENDANCE AT CONFERENCES, FEES, AND DUES. Administrator may attend meetings such as but not limited to NRCSA, NASB, NCSA, AASA, AESA, or other educational conferences, meetings, symposia, seminars or workshops, as approved by or required by the ESU 9 Board. All of Administrator's necessary expenses such as lodging, travel expenses, and registration fees shall be borne by ESU 9. Further, all membership dues or fees required of Administrator for membership in the Nebraska Council of School Administrators shall be borne by ESU 9. Membership dues or fees required of Administrator for membership in other professional and service associations may be borne by ESU 9 upon approval of the ESU 9 Board.
4. VACATION AND SICK LEAVE. The Administrator shall have twenty (20) days of vacation each year. The dates of said vacation shall be arranged by mutual agreement between the Board and the Administrator. It is the expectation of the parties that the Administrator will use all such vacation days and waives any right to claim compensation for vacation days after the end of a contract year unless such vacation with written approval of the Board was not taken to tend to the business of ESU 9. The Administrator shall provide the Board with proposed vacation dates that shall be approved by the Board,

installment paid but not earned prior to termination of the contract shall be refunded by Administrator.

8. RELEASE OR RESIGNATION. There shall be no penalty for release or resignation by Administrator from his contract provided no resignation shall become effective until the close of the contract period unless accepted by the ESU 9 Board, in which event the ESU 9 Board shall fix the time at which the resignation is to take effect.
9. CERTIFICATE. Administrator hereby affirms that he/she is not under contract with another educational service unit board, school district, board of education, or any other entity within this State covering a part or all of the same time of performance as agreed to in this contract. Administrator further affirms that at the beginning of the term of this contract he/she holds or will hold a valid Nebraska Administrator Certificate with a superintendent's endorsement, as required by NDE Rule 84 Rule on Accreditation of ESUs. It is understood and agreed that this contract is not valid until Administrator's certificate is registered as required by Nebraska law and that Administrator shall not be compensated for any services performed prior to the date of registration of this certificate.
10. EVALUATION. Administrator shall be evaluated by the ESU 9 Board or its designees from time to time as the Board shall determine in accordance with and as required by the laws of Nebraska, any policy of ESU 9, the job description of the Administrator, and by the evaluation device provided by such evaluations of Administrator by the Board.
11. RESIDENCE. The Administrator agrees that he/she will make his/her residence either in or in the vicinity of Hastings, Nebraska.
12. GOVERNING LAW. The parties shall be governed by all applicable federal and State of Nebraska laws, rules and regulations in performance of their respective duties and obligations under this agreement.
13. AFFIRMATIONS. The signature(s) of the ESU 9 representative below constitute an affirmation that each signatory was authorized to enter into this agreement and that a ESU 9 Board resolution authorizing the undersigned may be found in the regularly maintained minutes of such ESU 9 Board. This agreement constitutes the full agreement by and between the parties, is intended to be a binding agreement and not a mere recitation.

Executed on MARCH 19, 2018

Administrator


ESU 9 Board President


ESU 9 Board Secretary