

EDUCATIONAL SERVICE UNIT 2 CONTRACT OF EMPLOYMENT

THIS CONTRACT is made by and between the Board of Educational Service Unit 2, hereinafter referred to as "the Board," and MITCH HOFFER, hereinafter referred to as "Administrator."

WITNESSETH: ESU 2 agrees to employ Administrator, and Administrator agrees to accept such employment, subject to the terms and conditions contained in this Contract and subject to the approval of this Agreement by the governing board of ESU 2:

Section 1. Term of Contract. The Administrator shall be employed for a period of one year beginning on the 1st day of July, 2026, and ending on the 30th day of June, 2027. The Administrator is employed on a 1.0 full time equivalency (F.T.E.) basis. This contract supersedes any existing contract of employment. References in this Contract to "contract year" shall mean the period of July 1 to June 30 which shall include 245 contract days.

Section 2. Salary.

- a) Annual Salary. The annual salary for 2026-27 contract year shall be \$198,010.00.
- b) Payment of Salary. The annual salary shall be paid in twelve equal installments in accordance with the policy of the Board governing payment of other professional staff employees. 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.
- c) Payment of Salary Upon Cancellation or Final Term. Upon lawful cancellation of this Contract, 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 days which have expired in the contract year in which such cancellation is effective, over (2) a denominator of 245 days. Upon the contract ending for any reason, any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the Unit by Administrator, shall be set off from sums due to Administrator and, if the sums owing to the Unit are in excess of the sums due Administrator, the amount owing shall be immediately refunded by Administrator. Compensation for any unused leave which is payable upon the contract ending for any reason shall be paid at the salary rate effective during the contract year in which the leave was earned.

Section 3. Leaves and Other Fringe Benefits.

- a) Leaves. Paid leave is available to Administrator when the following specific conditions are met: (1) Administrator is currently employed by ESU 2 and (2) the paid leave day is taken on a day Administrator would otherwise be expected to be at work.

- (1) Vacation: Administrator shall be allowed twenty (20) working days of vacation leave during each contract year, exclusive of legal holidays. Vacation days are to be used in a manner and at times selected by Administrator; provided that Administrator make reasonable efforts to not schedule vacations which would cause Administrator to not be able to attend regular scheduled meetings of the Board or important functions and Administrator shall provide information such that Administrator may be contacted when necessary.

Unused vacation days may be carried over to a maximum of thirty (30) days accumulation. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days Administrator is allotted for the following contract year, such that the total vacation days at the beginning of each contract year be no more than thirty (30) days.

Any unused vacation days payable upon separation shall be computed at the rate of 1/245 of Administrator's annual salary during the contract year in which the vacation days were earned.

(2) **Personal Days:** Administrator shall receive two (2) Personal Days annually. Personal Days may accrue to 4 days maximum.

(3) **Legal Holidays:** Administrator shall be allowed unpaid leave for legal holidays when the office is closed as specified in the ESU 2 Calendar.

b) **Benefits.** Administrator shall receive such other fringe benefits as are granted to other supervisory certificated employees under the policies of ESU 2.

c) **Transportation Expenses.** Administrator shall be reimbursed for the use of Administrator's personal vehicle in the performance of official duties while traveling, upon approval, and at the mileage rate established by the State.

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

e) **Other:**

a. Annual membership dues to the Nebraska Council of School Administrators (NCSA).

Section 4. Legal Requirements and Representations.

a) **School Retirement.** This Contract is subject to provisions of the School Employees Retirement Act.

b) **Representations of Administrator.** Administrator represents that: (1) all information set forth in Administrator's application for employment and other information provided by Administrator in seeking employment are true and accurate, and if said information ceases to be true, Administrator shall advise the Administrator immediately; (2) Administrator has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude, or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.11 through 003.13 of 92 NAC 21; and (3) Administrator has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

Section 5. Duties.

a) **Position Assignment.** Administrator.

b) **Assignment of Duties.** The position(s) assigned herein and the precise duties of Administrator are subject to assignment by the Administrator or the Board. Administrator shall be subject to such other duties as may be assigned from time to time by the Administrator or the Board.

c) Description of Duties. The duties to be performed shall include those as are regularly and customarily expected for the assigned position(s), those which are set forth in Board Policy or Regulation for the assigned position(s), and duties as directed to be performed by the ESU Administrator or the Board.

d) Performance of Duties. Administrator shall be governed by the policies, regulations and directions of the Board. Administrator shall in all respects diligently and faithfully perform the assigned duties to the best of Administrator's professional ability. The duties shall include the minimal expectation that Administrator not engage in conduct which would be a violation of Nebraska Department of Education Rule 27 (92 NAC 27), as such rule may be revised from time to time, regardless of whether Administrator is otherwise subject to such rule.

e) Attendance. Regular dependable attendance is an essential function of Administrator's position. Administrator agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board, Administrator may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

Section 6: Contract Termination.

a) Reasons for Termination. This Contract may be cancelled or terminated in accordance with applicable law in the event Administrator violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to ESU No. 2, or which substantially inhibits Administrator's ability to discharge the duties as set forth herein, including but not limited to (1) cancellation, termination, revocation, or suspension of Administrator's professional certificate by the Nebraska Department of Education or otherwise becoming legally disqualified to perform the duties of the assigned position; (2) participation in any fraud; (3) causing any intentional damage to property of the ESU, students or staff; (4) engaging in any unlawful act; (5) any representations by Administrator being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties. Non-renewal, suspension or other disciplinary action may be enforced in accordance with applicable law. In the event the Administrator is assigned to a position which does not legally require that the Administrator hold an administrative or teaching certificate, or is contracted for on a less than a one-half full time equivalency basis, this Contract shall be on an at-will basis, terminable without cause, and not subject to continuation or renewal. Suspensions or other disciplinary action may be enforced in accordance with applicable law.

b) Health. The ESU may require a certificate of health and physical fitness of Administrator in accordance with applicable law at any time while this Contract is in force. Should Administrator be unable to perform Administrator's duties by reason of mental or physical capacity or any reason beyond Administrator's control, and said disability exists for a period exceeding Administrator's leave allowances, the Board may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make Administrator unable to perform essential functions of Administrator's position(s), the Board may, at its option, terminate this Contract.

7. **Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations.

8. **Amendments & Severability.** This Contract may be amended only by a writing duly authorized and executed by the Administrator and the Board. 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.

Administrator Signature _____ Date _____	Board President Signature _____ Date _____
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