

## EMPLOYEE CONTRACT

THIS CONTRACT made by and between Educational Service Unit #15 of the State of Nebraska, hereinafter referred to as "ESU 15" and Paul Calvert a legally qualified, Administrator hereinafter referred to as "Employee."

WITNESSETH: That the Board of Education of ESU 15 hereby agrees to employ the Employee above named in the schools of ESU 15 for a school year, which shall begin on or about July 1, 2021, and end on or about June 30, 2022, and shall consist of 245 days of service including at least 245 actual working days exclusive of holidays and other school breaks per year, and that the Employee hereby agrees to accept such employment at a beginning annual salary of \$173,681.00 and under the following conditions.

FIRST: The salary of the Employee shall be payable in 12 equal installments annually. The first installment shall be payable by the 1st day of July, 2021, and the remaining installments shall be payable by the 15th day of each month thereafter. The first annual installment shall be payable the day following monthly board meeting by direct deposit to the bank of employee's choosing, and the remaining installments each month thereafter.

SECOND: The Employee hereby agrees to be governed by the policies of the Board of ESU 15 and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Administrator of ESU 15 with the approval of the Board of ESU 15; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as employee to the best of his/her professional ability.

THIRD: In addition to the duties set forth herein, the Employee may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Employee and ESU 15 may from time to time agree upon.

FOURTH: This contract may be canceled or amended by a majority of the members of the Board of ESU 15 during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827 (Reissue 1996).

FIFTH: That upon termination of this contract for just cause, or upon the release of the Employee from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 245 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Employee.

SIXTH: There shall be no penalty for release or resignation by the Employee from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of ESU 15 and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Employee hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all of the same time of performance as is contemplated by this agreement. The Employee further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Administrative Certificate with Superintendent K-12 endorsement. It is understood and agreed that this contract is not valid until the administrative certificate, as herein listed, is registered in the office of ESU 15 and that the Employee shall not be compensated for any services performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the Board and employees or a duly recognized collective bargaining agent for said employees, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Employee and delivered to the Administrator within fifteen (15) calendar days of receipt thereof from ESU 15. Said Renewal Agreement or renewal contract shall not be offered to the Employee prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Neb. Rev. Stat. 79-828 through 79-831 (Reissue 1996) and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Board of ESU 15 on or before March 18, 2015, shall constitute a rejection by the Employee of the offer of employment.

TWELFTH: Other Contract Terms: As negotiated. Health Insurance, personal and professional days are per negotiated agreement. In addition, 20 vacations days granted per year, with maximum accumulation not to exceed 20 days.

Executed February 10, 2021

Executed February 10, 2021

Paul Calvert  
Employee

ESU 15 of State of Nebraska

BY Kate Repass  
President

ATTEST: Cheri Burke  
Secretary (Acting)