SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
ARLINGTON PUBLIC SCHOOLS

THIS CONTRACT is made by and between the Board of Education of Arlington Public Schools, legally known as Washington County School District 89-0024, and referred to as "the Board" and "the School District" respectively, and Lynn Johnson, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of its meeting held on February 12, 2018 the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of one (1) year beginning on July 1, 2018, and expiring on June 30, 2019. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular January board meeting** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular December meeting** of each year of this contract and shall make the renewal of her employment contract an agenda item for the regular **January** board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the 2018-2019 contract year shall be $142,649.00 which shall be paid in 12 equal monthly installments beginning in the month of July 2018. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The School District shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that she is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, she will hold a valid and appropriate certificate to act as a superintendent of schools in the state of Nebraska which she will register and maintain on file in the School District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that she registers her certificate. The Superintendent represents that: (1) all information she provided in connection with her application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, she will advise the Board immediately; (2) she has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) she has not had any professional licenses or certificates suspended or revoked.

Section 6. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Superintendent agrees to devote her time, skill, labor, and attention to her duties throughout the contract term. She shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to her. By agreement with the Board, she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out her duties and obligations to the School District.

Section 7. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. She shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. She is responsible for administering the instruction of students and the business affairs of the School District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory

Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education: (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence: (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity: (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of her duties; (m) any arrest, criminal charge, or criminal conviction of the Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying School District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of the District's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased, or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with her duties under Section 2 (Renewal of Contract) or Section 15 (Evaluation) shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform her duties by reason of illness, accident, or other disability beyond her control, and the Superintendent is continuously disabled for a period of 120 consecutive calendar days, has exhausted all available leave, and is unable to return to work on a full-time basis and perform the essential functions of her job with reasonable accommodations, the Board may initiate action to cancel this contract, whereupon the respective rights, duties, and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 10. Transportation. The Board shall provide the Superintendent with transportation or reimburse her for mileage required in the performance of her official duties at the rate approved by the Board.

Section 11. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

a. **Health Insurance.** The District shall pay for and provide health insurance for which the Superintendent is qualified for through the District's health insurance carrier.

b. **Dental Insurance.** The District shall pay for and provide dental insurance for which the Superintendent is qualified for through the District's health insurance carrier.

c. **Life Insurance.** Term life insurance with a total death benefit of Fifty-Thousand Dollars ($50,000) with the option to purchase an additional $50,000 of coverage.

d. **Sick Leave.** The Superintendent shall be entitled to ten (10) days of sick leave per year which may accumulate to a total of forty-five (45) days. Sick leave may only be used for personal illness or as otherwise provided in the certificated staff agreement. If the Superintendent qualifies for disability pay under the long-term disability policy, she shall be required to take the disability pay instead of sick leave pay. The Superintendent shall not be compensated for unused days of sick leave upon the ending of her employment with the District.

e. **Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the School District's carrier at her own expense. The Board will increase her salary by the amount of the premium cost.

f. **Vacation.** The Superintendent shall have twenty-five (25) vacation days for the 2018-2019 contract year which she may use at times she chooses so long as her absence does not interfere with the proper performance of her duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the 2018-19 contract year, the Board shall give the Superintendent the number of days necessary to restore her total to twenty (25) days. For example, if she uses 12 days of vacation one year, the board will provide her with 13 days the following year to bring her total to 25 days. The Superintendent shall develop a system for recording her use of vacation days and shall keep such records current and on file in the District's central office. Annually, at the Board's regularly scheduled August meeting, and at other times upon the Board's request, the Superintendent shall report to the

Board on the number of vacation days she has used. The Board may require her to use her vacation days and shall compensate her for unused vacation days upon the conclusion of her employment.

g. **Professional Development.** The Superintendent is expected to continue her professional development and to participate in relevant learning experiences. With the approval of the Board, she may attend appropriate professional meetings at the local, state, regional, and national level; and the Board will pay for valid expenses of attendance. Attendance at a national convention is allowed every two years. If the Superintendent attends a national convention in her initial year of employment and does not return as Superintendent following the initial year of employment, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.

h. **Professional Dues.** The School District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA), the American Association of School Administration (AASA), the Association of Supervision and Curriculum Development and other professional associations with Board approval.

i. **Bereavement Leave.** The Superintendent shall be allowed a total of not more than four (4) consecutive days on full pay in case of death in the immediate family, defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, or a person in the same home as part of the family. A total of not more than two (2) consecutive days on full pay is allowed for the Superintendent for absence in the case of death of other members of the immediate family, defined as son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, aunt, uncle, niece, or nephew. A total of one (1) day per year on full pay is allowed the superintendent in the case of death of a close friend or neighbor. Death leave is not limited to four (4) days in one year, but covers each death in the immediate family which occurs during the year.

j. **Holidays.** The Superintendent shall receive the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. The Superintendent shall receive annually three (3) additional "floating" paid holidays to be used at the Superintendent's discretion.

k. **Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops, conferences, training programs, official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is $2,600 or more.

Section 12. Principal Residence/Domicile in School District. The Superintendent shall have her domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain her domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent is in her first year of employment with the District and does not have her domicile and principal place of residence within the District at the time of her employment, the Superintendent shall move her domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain her domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the School District; (3) to be involved in school and community activities bringing her in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the

school community and are thus less likely to be considered isolated from the community in which she is the educational leader.

Section 13. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 14. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary she was paid but had not earned prior to the date of termination of this contract. She shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 15. Evaluation. The Board shall evaluate the Superintendent twice during her first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall remind the Board members in writing of this provision no later than its **regular November meeting**; provide Board members with the written evaluation instrument on file with the Nebraska Department of Education; and make her evaluation an agenda item for the regular **December** board meeting during each year of this contract.

Section 16. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by her carrying out her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of her performance of her duties or her position as Superintendent of the District, the Board will provide her with a legal defense to the maximum extent permitted by law so long as she acted in good faith and in a manner which she reasonably believes to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that her conduct was unlawful.

Section 17. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, she will have a comprehensive physical and\or mental examination performed by a licensed physician or physicians of the Board's choosing during the term of this Contract. The Superintendent

agrees that she will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. The cost of such physical examinations and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.

Section 18. 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 contact.

Section 19. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 20. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this 12th day of February, 2018.

President, Board of Education

Executed by the Superintendent this 12 day of Feb, 2018.

Superintendent

Superintendent Pay Transparency Notice - Proposed Contract - Lynn Johnson

Notice is hereby given that Arlington Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on February 12, 2018 at 7:00 pm at the Conference Room in Arlington, Nebraska.

After the 2018/19 school year, how many years remain on the contract: **(Column F must** 0

The estimated costs to the district for the 2018/19 year and future years are listed below:

	2018/19 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per	TOTAL CONTRACT COST
Base Pay for the Total FTE	$ 142,649.00	$ -	**$ 142,649.00**
Compensation for activities outside of the regular salary:			
• *Extended contracts / Activities outside of regular salary*			$ -
• *Bonus/Incentive/Performance Pay*			$ -
• *Stipends*			$ -
• *All other costs not mentioned above*			**$ -**
Benefits and Payroll Costs Paid by district:			
• *Insurances (Health, Dental, Life, Long Term Disability)*	$ 13,786.00	0	$ 13,786.00
• *Cafeteria Plan Stipend*			$ -
• *Cash in lieu of insurance*			$ -
• *Employee's share of retirement, deferred compensation, FICA and Medicare* ***if paid by the district***			$ -
• *District's share of retirement, FICA and Medicare*	$ 25,003.23		$ 25,003.23
• *IRS value of housing allowance*			$ -
• *IRS value of vehicle allowance*			$ -
• *Additional leave days*			$ -
• *Annuities*			$ -
• *Service credit purchase*			$ -
• *Association / Membership dues*	$ 900.00		$ 900.00
• *Cell Phone/Internet reimbursement*			$ -
• *Relocation reimbursement*			$ -
• *Travel allowance/reimbursement*	$ 500.00		$ 500.00
• *Mileage Allowance*			$ -
• *Educational tuition assistance*			$ -
• *All other benefit costs not mentioned above*			$ -
Totals:	**$ 182,838.23**	**$ -**	**$ 182,838.23**