

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT LEXINGTON PUBLIC SCHOOLS

THIS CONTRACT is made by and between the Board of Education of Lexington Public Schools, legally known as Dawson County School District 24-0001, and referred to as “the Board” and “the school district” respectively, and John Hakonson, referred to herein as “the Superintendent”. 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 two years beginning on **July 1, 2021**, and expiring on **June 30, 2023**. References to “contract year” shall mean the period from July 1st through June 30th of each year and shall consist of all days except Saturdays, Sundays, and holidays. “Holidays” shall mean New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, and three floating holidays to be taken on any day that students are not in attendance at school.

Section 2. Negotiation of New Contract. The Board and the Superintendent shall enter into negotiations not later than **November 1, 2022**, with regard to a new contract. The Superintendent shall remind the Board in writing of this provision on or before **October 1, 2022**.

Section 3. Salary. The Superintendent’s salary for the **2021-2022** contract year shall be **\$199,560.90**, which shall be paid in 12 equal monthly installments beginning in the month of July 2021. The Superintendent’s salary for the **2022-2023** contract year shall be negotiated at a later time but be not less than the **2021-2022** contract year’s salary. 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. Professional Status. The Superintendent affirms that he 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, he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he 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 he registers his certificate.

Section 5. 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 his time, skill, labor and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns him. By written agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the school district.

Section 6. 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. He shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He 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 7. 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) intemperance; (k) conviction of a felony; or (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation or amendment shall be in accordance with state statutes.

Section 8. Disability. If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for more than forty (40) days, or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, 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 9. Transportation. The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board.

Section 10. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

- a. Health Insurance.** The Board will provide the Superintendent Family health insurance pursuant to the board's group health insurance carrier, with the same deductible and other terms and conditions which is offered by the board to the teaching staff employed by the board of education.
- b. Dental Insurance.** The Board will provide the Superintendent dental insurance pursuant to the board's group dental insurance carrier, with the same deductible and other terms and conditions which is offered by the board to the teaching staff employed by the board of education.
- c. Life Insurance.** Term life insurance with a total death benefit of \$50,000.

- d. **Sick Leave.** The Superintendent shall be entitled to 10 days of sick leave per year which may accumulate to a total of 65 days. If he qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay.
- e. **Vacation.** The Board shall give the Superintendent 20 working days of vacation leave during the contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. For the purpose of this section the term “working days” shall not include any Saturday, Sunday or “holiday” as defined in Section 1 of the contract. During any subsequent year, the Board shall give the Superintendent up to 20 days of vacation, to bring the total accumulation to no more than 20 days. The Superintendent shall develop a system for recording his 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 he has used and the number of days that remain accrued. The Board may require the Superintendent to use his vacation days.
- f. **Disability Insurance.** The Board will provide the Superintendent disability insurance pursuant to the board’s group disability insurance carrier.
- g. **Professional Development.** The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. He may attend appropriate professional meetings at the local, state, regional and national level. The Board will pay for valid expenses of attendance at these meetings provided that the Superintendent shall obtain Board approval in advance of any meeting at the national level.
- h. **Professional Dues.** The school district will pay the annual dues for the Superintendent’s membership in the American Association of School Administrators, Association for Supervision and Curriculum Development, and Nebraska Council of School Administrators. The Superintendent’s membership in other professional organizations will be considered annually and may be approved at the discretion of the school board.
- i. **Retirement.** The Nebraska School Employees Retirement Act applies to the Administrator’s employment hereunder.

Section 11. 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 12. Superintendent's Residence. The Superintendent shall reside within the boundaries of the District during his term of employment.

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. 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 he was paid but had not earned prior to the date of termination of this contract. The Superintendent shall not be entitled to any reimbursement for unused sick leave either during the term of this contract or at its conclusion.

Section 15. Evaluation. The Board shall evaluate the Superintendent one time in October and one time in April during his first year of employment and at least once each year thereafter. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument to be used.

Section 16. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he 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 his conduct was unlawful.

Section 17. Physical or Mental Examination. The Board shall have the authority to require the Superintendent to undergo a physical or mental examination by a physician and/or psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board must address whether the Superintendent is able to perform the essential functions of his position as set forth in this contract and in Board policies.

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 contract.

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 shall be 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 8th day of March, 2021.**

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent **this 8th day of March, 2021.**

Superintendent