

Superintendent's Contract

AGREEMENT made this _____ day of _____, 20____, by and between the BOARD OF EDUCATION, _____ SCHOOL DISTRICT NO._____, ("the Board") and _____ ("Superintendent"), ratified by a resolution adopted at the regular or special meeting of the Board held on _____, 20____, and as found in the minutes of that meeting.

The Board and the Superintendent, in consideration of the promises and the covenants herein specified, agree as follows:

1. Employment

1.1. Superintendent is hereby hired and retained from _____, 20____, to _____, 20____, as Superintendent of Schools for _____ School District No._____, _____, Colorado ("District").

[Insert one of the following two options if the term of the contract extends beyond one year.]

[Option A]

Although this agreement is for employment of Superintendent for a period of ____ contract years, any financial commitment on the part of the Board contained in this Agreement is subject to annual appropriation by the Board based upon the fiscal resources of the District and the parties agree that the Board has no obligation to fund the financial obligations under this Agreement other than for the current year of the contract term and that the Board has not irrevocably pledged and held for payment sufficient cash reserves for the payment of salary or benefits herein for the entire term of the Agreement.

[Option B]

The parties acknowledge that the term of this Agreement extends beyond one year which makes it a multiple-fiscal year financial obligation for which the Board is obligated to irrevocably pledge present cash reserves for the salary and benefits provided herein for the entire term of the Agreement, and it is understood by the parties that the Board agrees to make an irrevocable pledge of district cash reserves upon the adoption of the budget and appropriation resolution for the _____ fiscal year sufficient to fund the district's obligation under this Agreement and to hold sufficient moneys in reserve for payment of the district's obligation under this Agreement for all subsequent fiscal years in which this Agreement is in effect.

[The following section is optional.]

1.2. Automatic renewal of Agreement. If the Board does not notify Superintendent in writing before _____ that this Agreement will not be renewed, it shall be deemed that the Board has renewed this Agreement for one year extending from the termination date set forth in paragraph 1.1 above. Superintendent shall, by certified mail to each member of the Board or, as an alternative, placement of the topic on the Board agenda, remind the Board of the existence of this automatic renewal clause. Such notice shall be provided two months prior to the Board meeting where renewal or nonrenewal is to be considered. Failure to mail or provide the required notice shall invalidate the automatic renewal clause.

2. Professional Responsibilities of Superintendent

2.1. Duties. The duties and responsibilities of Superintendent of this District shall be all those duties incident to the office of Superintendent as set forth in the job description (Board Policy CBA/CBC) if any, those obligations imposed by state and federal law, and, in addition, to serve as the executive officer of the Board and to perform such other duties as from time to time may be assigned to Superintendent by the Board.

2.2. Services. This Agreement is intended by the parties to be a full-time contract and the Superintendent will devote his attention to the functions of Superintendent at all times during the term of this Agreement. It is not contemplated that Superintendent will ordinarily perform services on weekends or legal holidays. However, it is intended that the Superintendent shall remain available on such days to meet the responsibilities of Superintendent of schools on such occasions as are necessary.

2.3. Relationship to Board. The Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation unless the Board determines that the welfare of the District, its students or its staff requires action inconsistent with this provision. The Superintendent shall have the obligation, unless excused, to attend all Board meetings and District-created citizen committee meetings, serve as an *ex officio* member of all board committees, and provide administrative recommendations on each item of business considered by each of these groups. The Board shall have the option to meet without the Superintendent present to discuss matters relating to the Superintendent's status. It shall inform the Superintendent of the nature of the discussion, and the Superintendent shall be given an opportunity to respond to any criticism received or discussed in these sessions.

2.4. Outside Activities. The Superintendent shall devote time, attention and energy to the business of the District. Participation in outside activities by the Superintendent shall be subject to approval by the Board in its discretion where one-time requirements for such

activities is anticipated to be substantial (e.g., conferences of two days duration or longer). The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations only with the prior agreement of the Board.

3. **Salary**

The District shall pay the Superintendent for his services an annual salary of \$_____, to be paid in equal monthly installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. This salary may be increased from time to time by written addendum to this Agreement signed by each of the parties hereto. It is agreed, however, that by so doing, it shall not be deemed that the Board and Superintendent have entered into a new agreement nor that the termination date of this Agreement has been in any way extended.

4. **Fringe Benefits**

The Superintendent shall be entitled to all the benefits applicable to 12-month administrative employees, including, but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits, unless specifically modified by this Agreement as follows:

[Insert fringe benefit provisions as negotiated by the parties. The following clauses are examples provided for illustration only.]

4.1. Vacation. The Superintendent shall receive 15 days of vacation annually, exclusive of regular school holidays and Saturdays and Sundays. Unused vacation may be accumulated up to 30 days. Upon termination, unused accumulated vacation will be compensated at the *per diem* salary rate then in effect. Vacation leave is accrued proportionately to the time of service in any given year but the entire yearly allowance may be utilized at any time during the year, subject to reimbursement to the District if leave is taken in excess of the proportion finally accrued.

Vacation shall be taken at such times as agreed upon by the Board and the Superintendent; provided, however, that the Board shall not unreasonably withhold such agreement.

4.2. Professional Memberships and Activities. The District shall pay membership fees for the Superintendent to maintain membership in the American Association of School Administrators and the Colorado Association of School Executives. Superintendent shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Within budget constraints, as approved by the Board, such costs of attendance shall be paid by the Board.

- 4.3. Health Insurance. The Superintendent shall be provided health insurance coverage under the policies carried or sponsored by the District, with such coverage extended to Superintendent and family and being paid for entirely by the District.
- 4.4. Housing Allowance. The District shall provide \$ _____ per month in housing benefits to the Superintendent. This housing benefit may be provided by paying Superintendent a monthly stipend or by providing a house.
- 4.5. Transportation. The District shall provide Superintendent with an automobile for his business use. The automobile shall be fully maintained by the District; including, but not limited to, keeping the automobile in safe, usable condition, and providing for all expenses incidental to automobile usage. Automobile insurance coverage shall also be provided at District expense.

[or]

The District shall reimburse the Superintendent for all business travel at the rate of _____ per mile.

5. **Expense Reimbursement**

The District shall reimburse the Superintendent for reasonable expenses necessarily incurred by the Superintendent in carrying out his duties hereunder, subject to submission of paid receipts. Notwithstanding the foregoing, the Superintendent shall be paid an expense allotment of \$ _____ for each year this Agreement continues to cover expenses for attending appropriate professional meetings at the local level, and meeting with local leaders. The Superintendent shall belong to at least one service club in the community. This local expense allotment shall be paid in monthly payments of \$ _____, and the Superintendent is not required to show receipts for this local expense allotment.

6. **Evaluation**

- 6.1. The Board shall evaluate and assess in writing the performance of the Superintendent at least once during the term of this Agreement during each school year in which this Agreement continues. This evaluation and assessment shall be based upon Superintendent's job description, and upon any goals and objectives with performance standards as agreed by the Board and the Superintendent. At a minimum, this evaluation shall include a meeting between the Superintendent and the Board in _____ of each year of this Agreement to conduct the formative part of the evaluation and a meeting in the next following _____ to conduct the summative evaluation.
- 6.2. At the conclusion of each evaluation, the Board and the Superintendent shall meet in closed executive session for the purpose of mutual evaluation of the performance of Board and the Superintendent.

6.3 In the event the Board determines that the performance of Superintendent is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas where the Board deems performance to be unsatisfactory. Superintendent shall have the right to make a written response to the evaluation, which shall be attached to the Board's written evaluation.

6.4. The parties agree that the evaluation process established by this Agreement shall not be construed to be a prerequisite to or a condition of dismissal or termination except as otherwise provided herein.

7. **Licensure/Certification**

At all times during the term of this Contract, the Superintendent shall hold a Colorado administrator's license appropriate for superintendent of schools. If at any time the Superintendent fails to meet this requirement, this Agreement, without further action by either of the parties, shall thereupon be automatically terminated.

8. **Indemnification**

8.1. Hold Harmless. The Board agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demand, claims, suits, action or legal proceedings brought against the Superintendent by or on behalf of the District, and any criminal proceedings brought against the Superintendent), in individual capacity or in official capacity as agent and employee of the District, provided the incident giving rise to the claim arose while the Superintendent was acting in good faith and within the scope of his employment and not willfully or wantonly.

8.2. Provision of a Defense. The obligations of the District pursuant to this Section 8 shall be conditioned on (a) prompt notification to the District by the Superintendent of any threatened or reasonably contemplated claim; (b) full cooperation by the Superintendent with the District and legal counsel in defending the claim; and (c) the Superintendent not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the Board. In the event the District has provided a defense pursuant to this Section 8, and a court or other decision-making body having jurisdiction over the matter determines that the act or omission of the Superintendent did not occur during the performance of duties hereunder and within the scope of the employment or that the act or omission was willful or wanton or not in good faith, the Superintendent shall reimburse the District for all costs of such defense and indemnity actually incurred by the District.

8.3. Individual Liability of Board Members. In no event shall individual Board members be individually or collectively liable or responsible to the Superintendent for defending or

indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

9. **Applicable Law and Policy**

Notwithstanding and not as modification of any other specification or reference herein, this Agreement is subject to and includes all applicable laws of the federal and state governments and all duly adopted policies, rules, and regulations of the District as are in effect or become in effect during the term of this Agreement; and the Board specifically reserves the right to change such policies, rules and regulations at any time without prior notice.

10. **Termination of Employment Contract**

This Agreement may be terminated by:

10.1. Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

10.2. Disability of Superintendent. Should Superintendent be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists for a period of more than _____ after the exhaustion of accumulated sick leave days, if any, and vacation days, if any, during any school year, the Board, in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for _____ or if such disability is permanent, irreparable or of such nature as to make the performance of the Superintendent's duties impossible, the Board, at its option, may terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate.

If a question exists concerning the ability of the Superintendent to return to the duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a medical doctor. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. If the parties are unable to mutually agree upon a physician, a physician shall be designated by the Board president. The examination shall be done at the expense of the District. The physician shall limit the report to the issue of whether the Superintendent has a continuing physical or mental disability, which prohibits performing the essential functions of the position.

10.3. Discharge for Cause. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for good and just cause relating to the Superintendent's duties, which includes, but is not limited to, the failure to comply with the terms of this Agreement. However, the Board shall not arbitrarily and capriciously call for the Superintendent's dismissal and the Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Superintendent

chooses to be accompanied by legal counsel at the hearing, said legal expenses shall be paid by Superintendent.

- 10.4. Unilateral Termination by Board. The Board may unilaterally terminate this Agreement upon payment of

[Determine an amount, which the parties will agree to as severance pay, such as:]

any salary remaining due to the Superintendent under this Agreement, if there is less than one year remaining under the Agreement. If the remaining term of the Agreement is for a period of time in excess of one year, then the District's obligation shall be limited to a sum equal to the Superintendent's current salary for one year. Any severance payment made pursuant to this section shall not include any other benefit provided the Superintendent as a consequence of this Agreement.

- 10.5. Death of the Superintendent. This Agreement shall automatically terminate upon the death of the Superintendent.

- 10.6. Unilateral termination by Superintendent. Superintendent may, at his or her option, unilaterally terminate this Agreement in the manner permitted for chief executive officers in C.R.S. 22-63-202 (2). The parties agree that C.R.S. 22-63-202 (2) and any subsequent amendments thereto are incorporated into this Agreement by reference.

The Superintendent agrees to pay damages to the District and the Board of Directors agrees to collect or withhold damages from compensation due or payable to the Superintendent if the Superintendent abandons, breaches or otherwise refuses to perform services pursuant to this Agreement, unless the Superintendent has given written notice to the Board that he or she will not fulfill the obligations of this Agreement as follows:

during the academic year, at least 30 days written notice that he or she wishes to be relieved of this Agreement for the remainder of the year as of a certain date; or

prior to commencement of the succeeding academic year, at least 30 days written notice that he or she will not fulfill the obligations of this Agreement during the succeeding academic year.

Such damages shall not exceed ordinary and necessary expenses of the District to secure the services of a suitable replacement for the Superintendent.

11. Suspension of Superintendent

The Board may, at any time, suspend the Superintendent with pay and benefits and without prejudice for such purposes and period of time as the Board deems to be in the best interest

of the District. In any case, the Superintendent shall be notified in writing of reasons for the suspension.

12. **Breach of Agreement**

Failure by Superintendent to fulfill the obligations set forth in this Agreement shall be considered to be a violation of the Administrator's Code of Ethics and may be reported by the Board to the appropriate state and national associations of school administrators and state educational authorities.

13. **Notice**

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Board, to:

President, Board of Education

_____ School District No. _____
_____, Colorado

If to Superintendent, to:

_____, Colorado

14. **Miscellaneous**

14.1 The Agreement has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.

14.2 Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

14.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

14.4 This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements

and communications between the parties concerning such subject matter whether written or oral.

14.5 If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal under federal or state law, the remainder of this Agreement not affected by such a ruling shall remain in full force and effect.

15. **Binding Effect**

This Agreement is one for personal services to be provided the District only and may not be assigned. Any compensation due and payable to the Superintendent under this Agreement shall be payable to his or her heirs and legal representatives in the event of his death.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President, on the day and year first written above.

SUPERINTENDENT

BOARD OF EDUCATION

_____ SCHOOL DISTRICT NO. ____

By: _____
President, Board of Education

ATTEST:

Secretary, Board of Education

Swink School District #33, Swink, Colorado