

SUPERINTENDENT CONTRACT

THIS SUPERINTENDENT CONTRACT ("Contract") made this _____, by and between the Board of Education of Frenchman School District RE-3, ("the Board") and _____ ("Superintendent"), ratified by a resolution adopted at the regular or special meeting of the Board held on _____ and as found in the minutes of that meeting ("Effective Date").

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

1. **Employment**

1.1 Subject to the provisions of Section 10 below, Superintendent is hereby hired and retained from July 1, _____, to June 30, _____, as Superintendent of Schools for Frenchman School District RE-3 ("District").

Although this Contract is for employment of Superintendent for a period of two (2) contract years, any financial commitment on the part of the Board contained in this Contract 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 Contract 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 Contract.

1.2 Superintendent shall accept the terms of this Contract within thirty (30) days of receipt of this Contract, unless Superintendent and the District mutually agree on an alternative deadline. If Superintendent fails to sign and return this Contract to the District by the deadline, the District may open the position and offer a contract to another candidate.

2. **Professional Responsibilities of Superintendent**

2.1 Duties. The duties and responsibilities of Superintendent shall be all those duties incident to the office of Superintendent as set forth in Board policies, if any, those obligations imposed by state and federal law, and, in addition, Superintendent shall serve as the chief executive officer of the District and perform such other duties as from time to time may be assigned to Superintendent by the Board.

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

2.4 Outside Activities. Superintendent shall devote time, attention and energy to the business of the District. Participation in outside activities by 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). 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 Superintendent for Superintendent's services a gross annual base 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. Deductions authorized by law or Board policy shall be made from the monthly installments of the salary due to Superintendent. This salary may be increased from time to time by written addendum to this Contract 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 Contract has been in any way extended.

4. **Fringe Benefits**

Superintendent shall be entitled to all the benefits applicable to full-time 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 Contract as follows:

4.1 Vacation. Superintendent shall receive 20 days of vacation annually, exclusive of regular school holidays and Saturdays and Sundays. Unused vacation may be accumulated up to 5 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 Superintendent; provided, however, that the Board shall not unreasonably withhold such agreement.

4.2 Professional Memberships and Activities. The District shall pay membership fees in the amount of up to \$800, for 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.

4.3 Health Insurance. Superintendent shall be provided the same health insurance options as are available to all full-time administrative employees under the policies carried or sponsored by the District.

4.4 Personal Leave. Superintendent shall be entitled to 12 days of personal leave with pay each year of this Contract. Personal leave may be accrued and reimbursed, if at all, in the same manner as with other full-time administrative employees.

4.5 Transportation. The District shall provide Superintendent with an automobile for 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.

5. **Expense Reimbursement**

The District shall reimburse Superintendent for reasonable expenses necessarily incurred by Superintendent in carrying out the duties hereunder, subject to submission of paid receipts.

6. **Evaluation**

6.1 The Board shall evaluate and assess in writing the performance of Superintendent at least once during the term of this Contract during each school year in which this Contract 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 Superintendent. At a minimum, in November of each year of this Contract this evaluation shall include a meeting between Superintendent and the Board to conduct the formative part of the evaluation and a meeting to conduct the summative evaluation.

6.2 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.

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

7. **Licensure/Certification**

At all times during the term of this Contract, Superintendent shall hold a Colorado administrator's license sufficient to allow Superintendent to conduct licensed personnel

evaluations under Colorado law. Failure to meet this requirement may be considered a material breach of this Contract.

8. Professional Liability

8.1 Hold Harmless. The Board agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demand, claims, suits, actions or legal proceedings brought against Superintendent by or on behalf of the District, and any criminal proceedings brought against Superintendent), in Superintendent's individual capacity or in official capacity as agent and employee of the District, provided the incident giving rise to the claim arose while Superintendent was acting in good faith and within the scope of Superintendent's 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 Superintendent of any claim known to Superintendent; (b) full cooperation by Superintendent with the District and its legal counsel in defending the claim; and (c) 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 Superintendent did not occur during the performance of duties hereunder and within the scope of the Superintendent's employment or that the act or omission was willful or wanton, Superintendent shall reimburse the District for all costs of such defense and any final judgment or award paid on Superintendent's behalf 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 Superintendent for defending or indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings.

9. Applicable Law and Policy

Notwithstanding and not as a modification of any other specification or reference herein, this Contract 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 Contract; and the Board specifically reserves the right to change such policies, rules and regulations at any time without prior notice.

10. Termination of Contract

This Contract may be terminated by:

10.1 Mutual Agreement. This Contract 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 Contract, by reason of illness, accident or other cause beyond Superintendent's control and such disability exists for a period of more than sixty (60) days 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 ninety (90) days or if such disability is permanent, irreparable or of such nature as to make the performance of Superintendent's duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate.

If a question exists concerning the capacity of Superintendent to return to his or her duties, the Board may require Superintendent to submit to a medical examination, to be performed by a physician. The Board and 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 Superintendent has a continuing physical or mental disability that prohibits the Superintendent from performing the essential functions of the position.

10.3 Discharge for Cause. After the Effective Date and throughout the term of this Contract, Superintendent shall be subject to discharge for good and just cause, which includes, but is not limited to, a material breach of the terms and conditions of this Contract; an act of dishonesty or breach of any fiduciary duty owed to the District; a willful or intentional refusal to obey a reasonable written order of the Board of Education, acting as a body, that is consistent with the delegation of authority and responsibility made or reserved in this Contract; conviction of a felony (which includes a nolo contendere plea or deferred sentence or plea bargain) or serious misconduct materially injurious to the District or its students. However, the Board shall not arbitrarily and capriciously call for Superintendent's dismissal, and Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board or, at the option of the Board, before an independent hearing officer selected in the manner provided for in C.R.S. § 22-63-302(4). The hearing before the Board will be held in executive session. If Superintendent chooses to be accompanied by legal counsel at the hearing, said legal expenses shall be paid by Superintendent. In the event of a legally sufficient dismissal for cause hereunder, Superintendent shall not be entitled to any salary or other benefits (except payment for accrued vacation and any other previously vested benefits) beyond the effective date of Superintendent's termination and the District shall be relieved from further obligations hereunder.

10.4 Unilateral Termination by Board. Notwithstanding anything to the contrary herein provided, the Board may unilaterally terminate this Contract, without cause, upon payment of any base salary remaining due to 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 base salary for one year. Unilateral termination shall not require the payment of other benefits provided Superintendent as a consequence of this Agreement.

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

10.6 Unilateral Termination by Superintendent. Superintendent may, at his or her option, unilaterally terminate this Contract 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 Contract by reference.

Superintendent agrees to pay damages to the District and the Board agrees to collect or withhold damages from compensation due or payable to Superintendent if Superintendent abandons, breaches or otherwise refuses to perform services pursuant to this Agreement, unless 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 Board to secure the services of a suitable replacement for Superintendent, or 1/12 of Superintendent's salary, whichever is less. Such damages shall not be withheld or payable if Superintendent has good cause for failing to provide the 30 days written notice required by this Contract.

11. **Suspension of Superintendent**

The Board may, at any time, suspend or place Superintendent on administrative leave 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, Superintendent shall be notified in writing of reasons for the suspension or administrative leave.

12. **Notice**

Any notice or communication permitted or required under this Contract 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
Frenchman School District Re-3
506 North Fremont
Fleming, Colorado 80728

If to Superintendent, to:

13. Miscellaneous

13.1 This Contract has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.

13.2 Paragraph or section 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 Contract, the text shall control.

13.3 This Contract 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.

13.4 This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether written or oral.

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

14. Binding Effect

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

[Signatures on next page]

[Signature page to Superintendent Contract]

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

SUPERINTENDENT:

BOARD OF EDUCATION FRENCHMAN SCHOOL
DISTRICT RE-3:

By: _____
President, Board of Education

ATTEST:

Secretary, Board of Education

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