

BURLINGTON SCHOOL DISTRICT RE-6J - KIT CARSON COUNTY
SUPERINTENDENT OF SCHOOLS - EMPLOYMENT CONTRACT
1457 MARTIN AVENUE, PO BOX 369
BURLINGTON, COLORADO 80807

1. PARTIES This Employment Contract, made and entered into this ____th day of ____ 199__, by and between Burlington School District RE-6J Board of Education, hereinafter referred to as DISTRICT, and _____, hereinafter referred to as SUPERINTENDENT.
2. EMPLOYMENT The DISTRICT, by the authority of the DISTRICT'S Board of Education, hereby employs the SUPERINTENDENT as its Superintendent of Schools, and the SUPERINTENDENT hereby accepts employment by the DISTRICT, upon the terms and conditions set forth in this Contract, which shall be subject to, governed by, and construed under the laws of the State of Colorado.
3. TERM The term of this Contract shall be from July 1, 199__ through June 30, 199__.
4. INTEGRATION and AMENDMENT The Parties agree that this is the original Contract between the Parties dated _____, 199__. The Parties further agree that this Contract represents the entire agreement between them, and that there are no oral or collateral agreements or understandings of any kind or character whatsoever except those set forth herein. Neither this Contract, nor any provision hereof, may be changed, waived, discharged or terminated orally, or in any manner other than by instrument in writing, signed by the Parties. In the event that any provision of this Contract shall be held invalid or unenforceable, no other provision of this Contract shall be affected by such holding, and all of the remaining provisions of this Contract shall continue in full force and effect.
5. DUTIES The SUPERINTENDENT shall be the chief executive officer for the Board of Education (herein Board) of the DISTRICT, and shall administer the affairs and the programs of the DISTRICT as provided by the law and Board Policy. The SUPERINTENDENT shall devote his full time and best efforts to the performance of his duties. The SUPERINTENDENT may undertake consultation work, speaking engagements, writing and lecturing, provided that such additional activities do not substantially interfere with the performance of his duties as SUPERINTENDENT.
6. AUTHORITY Subject to the Board's approval, the SUPERINTENDENT shall have the freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his best judgment serves the DISTRICT. Subject to the Board's approval, the responsibilities for selection, placement, and transfer of personnel shall be vested in the SUPERINTENDENT.
7. EVALUATION/COMMUNICATIONS The Board shall provide the SUPERINTENDENT with an evaluation of his job performance during the month of February each Contract year. In addition, the Board shall make provisions for periodic opportunities to discuss Superintendent-Board relationships with the SUPERINTENDENT, and in so doing, the Board agrees, individually and collectively, to refer promptly, all criticisms, complaints, and suggestions called to its attention, to the SUPERINTENDENT for study and recommendation.
8. COMPENSATION As compensation for his services to the DISTRICT:
 - 8.1 (Salary) The SUPERINTENDENT shall be paid an annual salary for _____ in twelve equal monthly installments. In no event shall the second and third year of this Contract be reduced during the term of this Contract. The Board agrees to review such salary during the month of February during the term of this Contract.
 - 8.2 (Expense Reimbursement) The DISTRICT encourages the SUPERINTENDENT to attend appropriate local, state and national meetings and to join and participate in appropriate local, state and national professional organizations. In addition, the DISTRICT encourages the SUPERINTENDENT to properly engage in professional dialogue with and among educational leaders, to adequately review the current educational literature, and to participate in other professional activities as may benefit the DISTRICT. Further, the DISTRICT will reimburse the SUPERINTENDENT for his reasonable expenses incurred in these activities.
 - 8.3 (Automobile) The SUPERINTENDENT shall provide his own transportation during the term of this Contract. The DISTRICT shall provide a "car care package", which will include fuel, oil changes, tires, lubrication, and minor repairs such as a general tune up.

8.4 (Vacation) The SUPERINTENDENT shall receive twenty (20) working days' paid vacation each contract year, exclusive of legal holidays, and all regular school holidays. Because of the demands and rigors of the position, the Parties agree that the SUPERINTENDENT shall take at least five consecutive days of vacation annually. Vacation shall be taken during the contract year in which it is earned.

8.5 (Other Benefits) The DISTRICT shall provide to the SUPERINTENDENT the same benefits as are accorded other certificated employees of the DISTRICT, such as group life insurance, vision insurance, and health insurance. The SUPERINTENDENT will be allowed annually twelve (12) sick leave days accumulative to sixty (60) days. Sick leave days shall be paid as severance pay when the SUPERINTENDENT leaves the DISTRICT at the same rate as other certificated staff.

9. DISABILITY Should the SUPERINTENDENT be unable to perform any or all of his duties by reason of illness, accident, or other causes beyond his control, and such disability exists for a period of more than three months, the DISTRICT may, in the discretion of the Board, make a proportionate deduction from the SUPERINTENDENT'S salary, and if such disability continues for more than six months, if such disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, the DISTRICT may in the discretion of the Board, terminate this Contract, whereupon the respective duties, rights, and obligations of this Contract shall terminate. Nothing in this Contract shall be deemed to alter or in any way affect the rights which the SUPERINTENDENT may have to receive disability payments under any disability insurance policy in force at the time a disability occurs.

10. TERMINATION FOR CAUSE Throughout the term of this Contract, the SUPERINTENDENT will be subject to discharge for good and just cause and, if requested by the SUPERINTENDENT, shall be entitled to the enumeration of such cause in writing and the opportunity for a hearing before the Board with respect to the same. If the SUPERINTENDENT chooses, he may at his sole expense, be accompanied by legal counsel at any hearing before the Board.

If the SUPERINTENDENT abandons, breaches or otherwise refuses to perform services for the DISTRICT pursuant to the terms of this Contract or to provide such notice as required by Colorado Revised Statutes, Section 22-63-107, the DISTRICT shall be authorized to collect or withhold damages from compensation due and payable to the SUPERINTENDENT in an amount up to and including one-twelfth (1/12) of the then current annual salary as specified in this Contract or any Exhibit to this Contract; provided, however, that said damages shall not exceed the ordinary and necessary expenses of the DISTRICT to secure the services of a suitable replacement for the SUPERINTENDENT. Nothing contained herein shall constitute a waiver of the right of either Party to apply to a court of competent jurisdiction for enforcement of determination of rights under this Contract.

Alternatively, the DISTRICT shall have the right to terminate this Contract at any time upon the thirty days' written notice to the SUPERINTENDENT. In such event, the SUPERINTENDENT, if requested by the DISTRICT, shall continue to render his services, and shall be paid his regular compensation up to the date of termination. In addition, on the date of termination, there shall be paid to the SUPERINTENDENT a "severance allowance" which shall be computed by multiplying the SUPERINTENDENT'S per diem salary (current annual salary divided by 230 days) times the number of working days remaining during the term of this Contract, and then such amount shall be further multiplied by 1.1. The SUPERINTENDENT agrees to accept such "severance allowance" (less such amounts which are required by law to be withheld and deducted, such as federal and state withholding taxes and contributions to the Public Employees' Retirement Association) in full satisfaction and settlement of all amounts payable under this Contract for salary and fringe benefits, except that compensation for any unused and accumulated vacation shall be as provided for in paragraph 8.4 of this Contract.

11. RETURN OF DISTRICT PROPERTY Upon the effective date of the termination of his employment by the DISTRICT, the SUPERINTENDENT agrees to return to the DISTRICT, all DISTRICT property, including, but not limited to files, keys, documents, records, notebooks, and similar repositories of information, and personal files, if any, maintained by the SUPERINTENDENT which contain copies and/or originals of documents which, in any manner, pertain to DISTRICT personnel, business, matters or affairs, in possession or control of the SUPERINTENDENT, whether prepared by him or by others.

12. NOTICES Any notice required or permitted by this Contract shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is intended to be given, at the address set forth in paragraph 1 above, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

13. HOLD HARMLESS The DISTRICT agrees that it shall defend, hold harmless and indemnify the SUPERINTENDENT from any and all demands, claims, causes of action, suits, actions and legal proceedings brought by a third party against the

SUPERINTENDENT in his individual capacity or in his official capacity as an agent and employee of the DISTRICT, provided that such matters are not covered by insurance policies then in force and owned by the DISTRICT, and further provided, that the incident giving rise to such demands or claims occurred while the SUPERINTENDENT was acting in a reasonable manner and within the scope of his employment. The SUPERINTENDENT agrees to cooperate fully with the DISTRICT and its counsel in defending any such matters.

14. BINDING EFFECT This Contract shall inure to the benefit of, and be binding upon, the Parties, and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Contract except as otherwise specifically authorized herein.

15. PARAGRAPH CAPTIONS The captions of the paragraph are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Contract.

DATED: _____ BURLINGTON SCHOOL DISTRICT RE-6J

President

Superintendent

ADOPTION DATE: March 20, 1996