

MISSION STATEMENT:

**EVERY STUDENT.
EVERY DAY.**

TOGETHER WE ARE...

Growing our team of effective and committed educators

Creating a culture of high expectations

Respecting our diversity

Inspiring community trust and support

Building pathways to successful futures

BOARD VISION STATEMENT

In five to seven years the district will be recognized as a beacon of educational excellence. Our students are 21st century scholars who are proud owners of their learning and successfully interact and compete in a global society. As the core of our community, we set the standard for inspiring, equipping, and empowering the diverse learners in the Montezuma-Cortez School District.

ESSENTIAL BOARD ROLES

- Guiding the district through the Superintendent
- Engaging constituents
- Ensuring alignment of resources and structure
- Measuring effectiveness
- Modeling excellence

BOARD LONG-TERM FOCUS AREA

Increasing student achievement

BOARD FOCUS AREA

- Engaging constituents
- Enhancing safety, morale, and wellness
- Enhancing personnel development and seeking, selecting, developing, celebrating
- Maximizing finances
- Building board effectiveness

BOARD'S CORE, DRIVING VALUES

Respect for All,
Honesty,
Accessibility,
Deliberation,
Celebration,
Teamwork, and
Engaged Communication

MONTEZUMA-CORTEZ SCHOOL DISTRICT RE-1

BOARD OF EDUCATION

400 N. ELM ST.

Cortez, CO 81321

**This special board meeting may be viewed on the YouTube Channel:
Montezuma-Cortez School District RE-1**

<https://www.youtube.com/channel/UCHfOVI7thefkOWXvZTq4DTQ>

Meeting attendees including audience members may be recorded.

Thursday, March 10th, 2022

5:00 PM

SPECIAL MEETING

1. Call to order
2. Pledge to Flag
3. Set the Agenda
4. Discussion
 - a. Process/Qualifications for hiring a Superintendent
5. Action Item:
 - a. Contract for Interim Superintendent
6. Adjournment

Next Regular Board Meeting: Tuesday, March 15th, 2022 at 6:00 PM

Page 1 of 1

A few welcoming notes:

- The board's meeting time is dedicated to the mission and top-priority focus areas.
- Your insights are needed and welcomed and the board encourages you to meet with the most appropriate person.
- Though the public may view the meeting, there is no "public address the board" at this special meeting.
- If you are interested in helping the Montezuma-Cortez achievement effort, please talk with any member of the Leadership Team or call the District Office at (970) 565-7522. Opportunities abound. Your participation is highly desired.

Directors: Layne Frazier, Stacey Hall, Jeanette Hart, Sheri Noyes, Ed Rice, Cody Wells, and Sherri Wright

INTERIM SUPERINTENDENT EMPLOYMENT CONTRACT

THIS INTERIM SUPERINTENDENT EMPLOYMENT CONTRACT ("Contract") is made and entered into effective as of this 7th day of March, 2022, by and between Montezuma-Cortez School District RE-1, a Colorado school district ("District"), acting through its Board of Education ("Board"), and Tom Burris ("Interim Superintendent").

WITNESSETH:

WHEREAS, the Board appointed the Interim Superintendent subject to negotiation of an acceptable employment contract; and

WHEREAS, the Interim Superintendent has agreed to accept such position of employment.

NOW, THEREFORE, the District and the Interim Superintendent, in consideration of the terms, conditions and covenants set forth herein, agree as follows:

AGREEMENT

1. Term of Employment.

1.1 The District hereby employs and the Interim Superintendent hereby accepts employment as Interim Superintendent of Schools for a period beginning March 14, 2022 and ending June 30, 2022. Interim Superintendent shall work at a minimum 58 work days during the term, which days have been identified on the 2021-2022 Modified School Calendar, which is posted on the District's website.

1.2 The Interim Superintendent acknowledges that this Contract automatically expires at the end of the term stated in Section 1.1.

2. Salary.

2.1 Subject to the provisions of this Contract, the District agrees to pay the Interim Superintendent a salary for the term stated in Section 1.1 in the amount of \$28,950.28 to perform the duties of Interim Superintendent payable in equal monthly installments in accordance with the District's payroll procedures.

2.2 Deductions authorized by law, including contributions to PERA, Board policy, or at the direction of the Interim Superintendent may be made from the monthly installments of salary due to the Interim Superintendent.

2.3 The Interim Superintendent will not be paid for any of the contracted days he is absent from work, except for leave otherwise provided in this Contract, regardless of the cause of such absence, and his pay will be reduced based upon the per diem rate of pay.

3. Professional Responsibilities.

3.1 Duties. The Interim Superintendent agrees to perform the usual activities and assignments of the chief executive office of a school district as directed by and in accordance with the specific requirements of the Board from time to time, including but not limited to the job description specified in Board Policy. The Interim Superintendent shall have charge of the administration of the schools under and subject to the direction and approval of the Board of Education and shall administer the District according to Board policy and the requirements, directives, regulations, and guidelines of the Board of Education. He shall be the chief executive officer of the District; shall guide the development of the educational needs of all pupils and shall provide overall direction to the activities of the District and its personnel toward the accomplishment of District goals, conservation of District assets and resources, and maintenance and enhancement of the District's standing in its internal and external relationships; shall assign and direct teachers and other employees of the District under his supervision; shall organize, reorganize, and arrange the administrative and supervisor staff, including instruction and business affairs, as best serves the District subject to consultation with and approval of the Board; shall timely suggest regulations, rules, and procedures deemed necessary for the best operations of the District; and shall, in general, perform all duties incident to the office of Interim Superintendent of Schools and such other duties as may be prescribed by the Board from time to time.

3.2 Relationship to Board. The Board of Education shall promptly refer all criticisms, complaints, and suggestions that come to its attention to the Interim 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 Interim Superintendent shall have the obligation, unless excused or on leave, to attend all Board meetings. The Board shall have the option to meet without the Interim Superintendent being present, subject to the requirements of Colorado law. The Board and Interim Superintendent recognize that the administrative staff of the District reports to the Interim Superintendent; accordingly, all direction to the administrative staff is the responsibility of the Interim Superintendent.

3.3 Compliance with Law. The Interim Superintendent agrees to comply with all of the applicable laws, statutes, rules, and regulations of the United States of America and the State of Colorado as well as the administrative regulations, policies, and procedures of the District and the State Board of Education; provided, however, that nothing set forth in the above-mentioned laws, rules, regulations, policies, and procedures shall alter the nature of the Interim Superintendent's employment herein contained.

3.4 License and Background Check Required. This Contract shall at all times be conditioned upon and subject to the requirement that the Interim Superintendent shall, at a minimum, possess and furnish to the Board a valid Colorado Professional Principal's License or meet the requirements and receive interim authorization for performance of the position of interim superintendent. This Contract is contingent on the Interim Superintendent's successful completion of a background check, fingerprinting, and related requirements of the State of Colorado to the satisfaction of Employer. Upon failure of the Interim Superintendent to meet any requirement of this section then this Contract, without further action by either the Board or the Interim Superintendent, is automatically terminated. Further, the Interim Superintendent will have in full force and effect, upon the commencement date and at all times during the term, all state licenses as may be required and will meet all of the professional standards required by the District and Colorado law.

3.5 Outside Activities. Within the days for which he has been contracted, the Interim Superintendent shall devote time, attention, and energy to the business of the District. Participation in outside activities by the Interim Superintendent shall be subject to approval by the Board of Education in its reasonable discretion where the time requirement for such activities is anticipated to be substantial (e.g., conferences which require the Interim Superintendent's absence from the District for three or more of his regular business days).

4. Fringe Benefits.

4.1 Insurance. The District offers the Interim Superintendent the opportunity to participate in the District's health insurance coverages in accordance with District policies and plan requirements, and on the same basis as such opportunities are available to other District level administrators in the District.

4.2 Cell Phone and Car Allowance. The District shall provide the Interim Superintendent, at no cost to the Interim Superintendent, with a cellular phone and service plan for his District related business use. The District shall provide the Interim Superintendent with a monthly stipend in the amount of \$400.00 to cover the cost, including gas and insurance costs, of the Interim Superintendent using his own personal vehicle for fulfilling his work related duties.

4.3 Personal and Sick Leave. Interim Superintendent will receive two (2) days of personal leave to be utilized at any time during the term of this Contract. Personal Leave shall be taken at such times as agreed upon by the Board and Interim Superintendent; provided, however, that the Board shall not unreasonably withhold such agreement. Upon expiration of this Contract, unused accumulated personal leave will be compensated at the *per diem* salary rate. In addition, the Interim Superintendent will earn and be able to use Sick Leave in accordance with District policies and the Colorado Healthy Families and Workplaces Act. Unused accumulated Sick Leave is not paid out or compensated upon employment separation.

4.4 Consulting. To the extent the following activities do not result in a conflict with the interests of the District or substantially interfere with the Interim Superintendent's duties under this Contract, in the reasonable judgment of the Board, the Interim Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other professional consulting activities. The Interim Superintendent may retain any honoraria and remuneration received during these consulting days. In no case will the District be responsible for any expenses attendant to the performance of any outside activities.

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

5. District Property. The Interim Superintendent agrees that upon the termination of the employment relationship, he will return to the District all property of the District in his possession and/or control, including, but not limited to, keys, technology, identification cards, financial information, educational materials, email accounts, written information and plans, correspondence, designs, budgets, projections, documents, lists, computer disks or storage drives (and any other computer generated files and data) and copies thereof, equipment, books, records, reports, notes, contracts and other means of storing or recording information. Any digital or electronic copies returned must also be destroyed, erased or otherwise made irretrievable by him. He is also responsible for replacing, at cost, any technology, equipment, access cards, keys or other assets of the District that is lost, stolen or broken by Employee, and that is not returned upon termination or at the end of the fiscal year, and the District may withhold a commensurate amount from his final paycheck if this section is not complied with.

6. Termination of Contract. This Contract may be terminated by:

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

6.2 Disability of Interim Superintendent. Should the Interim Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident or other cause beyond Interim 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 Interim 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 the Interim Superintendent to return to his duties, the Board may require the Interim Superintendent to submit to a medical

examination, to be performed by a medical doctor. The Board and the Interim Superintendent shall mutually agree upon the physician who shall conduct the examination. If the parties are unable to mutually agree, a physician shall be designated by the Board president. The examination shall be performed at the expense of the District. The physician shall limit the report to the issue of whether the Interim Superintendent has a continuing physical or mental disability which prevents him from performing the essential functions of the position with reasonable accommodation.

6.3 Discharge for Cause. Throughout the term of this Contract, the Interim Superintendent shall be subject to discharge for good and just cause, which includes, but is not limited to, a material breach of this Contract. However, the Board shall not arbitrarily and capriciously dismiss the Interim Superintendent. In the event the Board believes that it has cause for dismissal as defined herein, Interim Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board or before an independent hearing officer selected in the manner provided for in C.R.S. § 22-63-302(4). If Interim Superintendent chooses to be accompanied by legal counsel at the hearing, said legal expenses shall be paid by Interim Superintendent. In the event of a legally sufficient dismissal for cause hereunder, Interim 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 Interim Superintendent's termination and the District shall be relieved from further obligations hereunder.

6.4 Unilateral Termination by Board. The Board may unilaterally terminate this Contract at any time, without cause, and without prior notice, upon payment of the amount of \$2,500. No other benefits shall accrue or be owed to the Interim Superintendent after the date of such unilateral termination except as provided in this Section.

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

6.6 Unilateral Termination by Interim Superintendent. Interim Superintendent may, at his option, unilaterally terminate this Contract in the manner permitted for chief executive officers in C.R.S. § 22-63-202(2). Interim Superintendent agrees to pay damages to the District and the Board agrees to collect or withhold damages from compensation due or payable to Interim Superintendent if Interim Superintendent abandons, breaches or otherwise refuses to perform services pursuant to this Contract, unless Interim Superintendent has given written notice to the Board that he will not fulfill the obligations of this Contract as follows: during the academic year, at least thirty (30) days written notice that he wishes to be relieved of this Contract for the remainder of the year as of a certain date; or prior to commencement of the succeeding academic year, at least thirty (30) days written notice that he will not fulfill the obligations of this Contract 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 Interim Superintendent, or one twelfth (1/12) of Interim Superintendent's salary, whichever is

less. Such damages shall not be withheld or payable if Interim Superintendent has good cause for failing to provide the thirty (30) days written notice required by this Contract.

7. Professional Liability.

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

7.2 Provision of a Defense. The obligations of the District pursuant to this Section 7 shall be conditioned on (1) prompt notification to the District by the Interim Superintendent of any claim known to him; (2) Interim Superintendent's cooperation with the District and the District's legal counsel in defending the claim; and (3) Interim Superintendent not comprising, settling, negotiating or otherwise dealing with the claim without the express consent of the Board of Education.

7.3 Reimbursement. In the event the District has provided a defense pursuant to this Section 7, and a court or other decision-making body having final jurisdiction over the matter determines that the act or omission of the Interim Superintendent that resulted in liability did not occur during the performance of his duties hereunder and within the scope of his employment or that the act or omission was willful or wanton, the Interim Superintendent shall reimburse the District for reasonable costs of such defense and any final judgment or award paid on his behalf by the District.

7.4 No Individual Liability. In no event shall individual Board members be individually or collectively liable or responsible to the Interim Superintendent for defending or indemnifying the Interim Superintendent against such demands, claims, suits, actions, and legal proceedings where such obligations would not otherwise be imposed.

8. Suspension of Interim Superintendent. The Board may, at any time, suspend Interim 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, Interim Superintendent shall be notified in writing of reasons for the suspension.

9. Copies Provided to PERA. In accordance with the provisions of Colorado law, the District will provide PERA, upon its request, with copies of this Contract and tax-related information concerning the services provided by the Interim Superintendent to the District.

10. Incorporation of Laws. Notwithstanding and not as a modification of any other reference herein, this Contract is subject to and includes all applicable laws of the federal and state governments and, to the extent consistent with the term, salary, fringe benefits, and termination provisions herein, all duly adopted policies, rules, and regulations of the District that are in effect or become in effect during the term of this Contract. The Board of Education specifically reserves the right to change such policies, rules, and regulations at any time without prior notice; provided, however, such changes shall not adversely affect the term, salary, fringe benefits, or termination provisions of this Contract during its term.

11. 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
Montezuma-Cortez School District RE-1
P.O. Box R
Cortez, Colorado 81321-0708

If to Interim Superintendent, to:
Tom Burris at the mailing address on file.

12. Savings Clause. If during the term of this Contract, it is determined by a court of competent jurisdiction that a specific clause of this Contract is illegal under federal or state law, the remainder of the Contract not affected by such a determination shall remain in full force and effect.

13. Binding Effect. This Contract is one for personal services to be provided by Tom Burris only and may not be assigned. Any compensation due and payable to him under this Contract may be paid to his legal representative in the event of his death.

14. Colorado Law. This Contract and the rights and obligations of the parties shall be interpreted and construed in accordance with the laws of the State of Colorado.

15. Headings. 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 Contract, the text shall control.

16. Counterparts. This Contract may be executed electronically and 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.

17. Entire Agreement. 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.

IN WITNESS WHEREOF, the District has caused this Interim Superintendent Contract to be approved on its behalf by duly authorized officers of the Board of Education and the Interim Superintendent has approved this Interim Superintendent Contract effective on the day and year first above written.

By: _____
Interim Superintendent, Tom Burris

**MONTEZUMA-CORTEZ SCHOOL
DISTRICT RE-1**

By: _____
President, Board of Education

ATTEST:

By: _____
Secretary, Board of Education