

**EMPLOYMENT CONTRACT
(INTERIM SUPERINTENDENT)**

THIS EMPLOYMENT CONTRACT ("Contract") is made effective as of the 8th day of October, 2018 ("Effective Date"), by and between the MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51, by and through its Board of Education (the "Board") and Diana Sirko ("Interim Superintendent").

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

1. Employment

- 1.1 Term. The Interim Superintendent is hereby employed as Interim Superintendent of Schools for Mesa County Valley School District No. 51 ("District") for a term commencing on the Effective Date, and expiring at 5:00 p.m. on June 30, 2019, unless earlier terminated pursuant to the provisions of this Contract.

2. Professional Responsibilities of Interim Superintendent

- 2.1 Duties. The Interim Superintendent shall faithfully and diligently perform and fulfill the duties and responsibilities of the Superintendent of Schools and chief administrative officer of the District as set forth in Board Policy CBA/CBC. She shall be the chief executive officer of the Board; she shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select all personnel subject to the approval of the Board if such approval is required by law or Board policy; shall maintain a high degree of visibility and involvement in the local community through attendance or appearances at school-sponsored events and activities, community events and activities within the District, and/or meetings of local clubs, organizations and other governmental bodies; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the District, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by state and federal law and reasonably assigned by the Board from time to time. The Interim Superintendent shall at all times report to and be subject to the supervision of the Board, and shall not be obligated to take action or to refrain from action based solely upon the instruction or direction of an individual member of the Board unless said individual member has been duly authorized by the Board to give such instruction or direction on its behalf.
- 2.2 Services. This Contract is intended by the parties to be a full-time contract and the Interim Superintendent will devote her attention to the functions of Interim Superintendent at all times during the term of this Contract. It is not contemplated

that the Interim Superintendent will ordinarily perform services on weekends or legal holidays. However, it is intended that the Interim Superintendent shall remain available on such days to meet the responsibilities of the 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 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 or her designee shall have the obligation, unless excused, to attend all Board meetings and District-created citizen committee meetings, serve as *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 Interim Superintendent present to discuss matters relating to the Interim Superintendent's status. It shall inform her of the nature of the discussion, and she shall be given an opportunity to respond to any criticism received or discussed in these sessions.
- 2.4 Outside Activities. The Interim Superintendent shall devote her time, attention and energy to the business of the District. At times other than vacation, participation in outside activities by the Interim Superintendent shall be kept to a reasonable level and shall not interfere with the efficient operation of the Interim Superintendent's office or matters of the District. The Interim Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations during her work day subject to advance approval by the Board in its reasonable discretion. Income received by the Interim Superintendent as compensation or honoraria related to these outside activities, above documented expenses, shall be transferred to the District unless the Interim Superintendent chooses to use vacation or personal leave to perform the outside activities, in which case the Interim Superintendent may retain such compensation. In no event shall the District be responsible for any expenses attendant to the performance of these outside activities unless approved in advance by the Board or otherwise eligible for expense reimbursement under this Contract.

3. **Salary**

The District shall pay the Interim Superintendent for her services a salary of \$123,000.00 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. All salary payments shall be subject to applicable deductions and withholdings as required by law.

4. **Fringe Benefits**

The Interim Superintendent shall be entitled to the following benefits:

- 4.1 Vacation. The Interim Superintendent shall receive fourteen (14) days of vacation during the term of this Contract, exclusive of regular school holidays and weekends. Vacation leave is accrued proportionately to the time of service during the term 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; provided, however that the Superintendent shall not take vacation at a time that the Board determines would be detrimental to the interests of the District. Upon termination, unused accumulated vacation will be compensated at the *per diem* salary rate. This *per diem* salary shall be calculated by dividing the salary specified in Paragraph 3 above, by the number of days in the term, exclusive of weekends and legal holidays.
- 4.2 Professional Memberships and Activities. The District shall pay membership fees or dues for the Superintendent to maintain membership in the Colorado Association of School Executives, and in such other professional, civic, or service organizations as may be approved by the Board. The District will also pay the expenses of the Superintendent to attend professional meetings at the local and state level, subject to prior approval of the Board. The Superintendent shall be reimbursed for reasonable expenses for travel, meals and incidentals incurred while attending or traveling to attend professional meetings as a representative of the District. The Interim Superintendent shall be encouraged to attend appropriate professional meetings at the local and state levels within budget constraints as approved by the Board.
- 4.3 Health and Life Insurance. The District shall offer health, dental, and vision insurance coverage to Interim Superintendent on the same basis and subject to the same terms and conditions as that made available to other all full-time licensed District administrative staff members.
- 4.4 Cell Phone. The Interim Superintendent shall receive reimbursement for her actual expenses incurred in obtaining a cellular telephone for use in conducting District business, subject to submission of receipts or other adequate proof of payment, but in no event shall the total amount of such reimbursement exceed the sum of Thirty Dollars (\$30.00) per month during the term, unless otherwise approved by the Board.
- 4.5 Automobile Expenses. The District shall reimburse Interim Superintendent for mileage incurred on her personal automobile while traveling within the District on District business at the standard Internal Revenue Service mileage rate, subject to submission of adequate mileage documentation. The Interim Superintendent shall be responsible for the cost of fuel, maintenance, repair and required insurance

coverage of her personal vehicle. The District shall provide Interim Superintendent with a District vehicle for out-of-District travel on District business. In such event, all costs for maintenance and repair of the District vehicle provided and expenses incidental to such automobile usage, including fuel and automobile insurance coverage meeting the requirements of Colorado law, shall be borne by the District.

4.6 PERA. The District acknowledges that the critical shortage requirements specified in section 24-51-1101(1.8)(b), C.R.S. are met with respect to Interim Superintendent, and therefore will designate Interim Superintendent as a service retiree that may receive salary without reduction in her PERA benefits for employment more than four (4) hours per day up to one hundred forty (140) days in the calendar year pursuant to section 24-51-1101(1.8)(a), C.R.S.

4.7 Other Fringe Benefits. Interim Superintendent shall receive fringe benefits not otherwise described above, such as paid personal leave, as provided by law or Board policy for full-time licensed administrative staff members employed by the District; provided, however, that the Board will not eliminate or diminish any such fringe benefits as applied to the Interim Superintendent during the term of this Contract.

5. **Expense Reimbursement**

The District shall reimburse the Interim Superintendent for all reasonable and appropriate expenses incurred by him in the performance of her duties under this Contract, subject to submission of receipts or other adequate proof of payment.

6. **License/Certification**

At all times during the term of this Contract, Interim Superintendent shall possess a valid administrator's license to serve as Superintendent in accordance with Colorado law and regulations of the Colorado State Board of Education, and keep and maintain such license in full force and effect. Failure to meet this requirement may be considered a material breach of this Contract.

7. **Indemnification**

7.1 Hold Harmless. The Board agrees that, to the extent it can legally do so, 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 demand, 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 her individual capacity or in her 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 and within the scope of her employment and not willfully or wantonly.

- 7.2 Provision of a Defense. The obligations of the District pursuant to this Paragraph 7 shall be conditioned on: (A) prompt notification to the District by the Interim Superintendent of any threatened or reasonably contemplated claim; (B) full cooperation by the Interim Superintendent with the District and legal counsel in defending the claim; and (C) the Interim 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 Paragraph 7, and a court or other decision-making body having jurisdiction over the matter determines that the act or omission of the Interim Superintendent did not occur during the performance of her duties hereunder and within the scope of her employment or that the act or omission was willful or wanton or not in good faith, the Interim Superintendent shall reimburse the District for all costs of such defense and indemnity actually incurred by the District.
- 7.3 Individual Liability of Board Members. 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.
- 7.4 Taxes. The Interim Superintendent shall defend and indemnify the District against any income tax liability for Interim Superintendent's personal income taxes not properly paid by her in the event of a claim against the District. Except for payroll records that the District is required to keep and maintain regarding Interim Superintendent pursuant to state or federal law, record keeping concerning Interim Superintendent's personal tax related income, deductions for expenses and other personal tax related requirements are the sole responsibility of the Interim Superintendent.

8. **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, subject to the terms and conditions of this Contract.

9. **Termination of Contract**

This Contract may be terminated by:

- 9.1 Mutual Contract. This Contract may be terminated by mutual Contract of the parties.
- 9.2 Disability of Interim Superintendent. Subject to applicable state and federal law, should the Superintendent be unable, with or without reasonable accommodation(s) as required by law, to perform the essential functions or duties of her employment and position in accordance with this Contract by reason of illness, accident, mental or physical disability, or other cause beyond the Superintendent's control, and such disability continues following the exhaustion of the Superintendent's accrued vacation and sick leave days during any Contract Year, the Board may terminate this Contract by written notice to Superintendent, 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 her 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 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 her or her report to the issue of whether the Interim Superintendent has a continuing physical or mental disability that prohibits the Interim Superintendent from performing the essential functions of her position with or without reasonable accommodation.

- 9.3 Discharge for Cause. The Interim Superintendent may be discharged for cause, which shall include any of the grounds set forth in Section 22-63-301, C.R.S. (but the procedures and other provisions of that article shall not apply); provided, however, that the Board shall not arbitrarily or capriciously call for the Superintendent's discharge, and the Interim Superintendent shall have the right to receive with a written statement of charges, notice of hearing, a fair hearing before the Board (no member of which the Superintendent shall claim to be disqualified for any reason) or, at the option of the Interim Superintendent, before an impartial hearing officer appointed by the Board. The Interim Superintendent shall also have the right to be represented by legal counsel at such hearing at her sole expense. The hearing may be closed at the option of either party. The Board may in its discretion suspend the Interim Superintendent with pay pending such proceedings in accordance with Paragraph 11 of this Contract. In the event of discharge for cause, no severance payment or other compensation for the remainder of the term shall be due the Interim Superintendent, except as provided in Paragraph 9.7 below.

- 9.4 Discharge for Reasons Other than Cause. The Board may elect to terminate this Contract for reasons other than good and just cause by giving Interim Superintendent written notice of such termination, and the District shall pay Interim Superintendent a lump sum equal to the balance of the salary payable to Interim Superintendent for the remainder of this Contract or three (3) months' salary at the rate payable pursuant to Paragraph 3 above, whichever amount is less. The lump sum payments payable to Interim Superintendent upon termination of this Contract for reasons other than good and just cause pursuant to this Paragraph 9.4 are in lieu of salary and benefits that would otherwise become due and payable under this Contract, and the District shall not be obligated to pay any other amounts or benefits in connection with such termination, except for salary and benefits accrued or earned during the period prior to the date of termination that remain unpaid, if any.
- 9.5 Death of the Interim Superintendent. This Contract shall automatically terminate upon the death of the Interim Superintendent.
- 9.6 Unilateral Termination by Interim Superintendent. The Interim Superintendent may, at 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.

The Interim Superintendent agrees to pay damages to the District and the Board agrees to collect or withhold damages as allowed by law from compensation due or payable to the Interim Superintendent with such damages being assessed against the Interim Superintendent if the Interim Superintendent abandons, breaches or otherwise refuses to perform services pursuant to this Contract, unless the Interim Superintendent has given written notice to the Board on or before the first day of July that she will not fulfill the obligations of this Contract during the succeeding academic year, or after the beginning of the academic year unless the Interim Superintendent has given at least thirty (30) days written notice to the District to the effect that she wishes to be relieved of this Contract for the remainder of the year as of a certain date, and providing further that such damages shall not exceed ordinary and necessary expenses of the District to secure the services of a suitable replacement for the Interim Superintendent.

- 9.7 Payment on Termination. Upon separation from the District prior to the end of the term for any reason, the Interim Superintendent shall receive, in addition to any other compensation to which he may entitled under this Contract, the per diem amount of her current salary owed to the date of termination, plus pay for any accrued but unused vacation days pursuant to Paragraph 4.1 above and her accumulated but unpaid sick leave benefits, if any, as provided by Board policy for such benefits as it applies to licensed year-round administrative employees.

Such amount will be paid in one lump sum within seven (7) business days of the termination date.

11. **Suspension of Interim Superintendent**

The Board may, at any time, suspend or place the Interim Superintendent on administrative leave with full 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 Interim 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
Mesa County Valley School District No. 51
2115 Grand Avenue
Grand Junction, Colorado 81501

If to the Interim Superintendent, to:

Diana Sirko, Interim Superintendent
1128 West Via Le Paz Drive
Fruita, Colorado 81521

13. **Miscellaneous**

- 13.1 This Contract shall be governed by the laws of the State of Colorado. Venue for any action brought in connection with this Contract shall be exclusively in Mesa County, Colorado.
- 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.

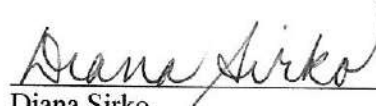
- 13.4 This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether written or oral.
- 13.5 If, during the term of this Contract, it is found that a specific clause of this Contract is illegal under federal or state law, the remainder of the Contract not affected by such ruling shall remain in full force and effect.
- 13.6 The provisions contained in Paragraphs 7.1, 7.2, 7.3, 7.4, 9.6 and 9.7 shall survive any termination of this Contract.

14. **Binding Effect**

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

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, as of the day and year first written above.

INTERIM SUPERINTENDENT




Diana Sirko

BOARD OF EDUCATION
MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51

By: 

President, Board of Education

ATTEST:



Secretary, Board of Education