

SUPERINTENDENT EMPLOYMENT CONTRACTS

INTRODUCTION

Listed below are some elements of superintendent contracts for you to consider discussing with your personal attorney as you take a new position or renew your current employment contract. These elements are not appropriate for all districts. Also, this is not an all-inclusive, comprehensive list of contract elements. You and your attorney must determine what is appropriate for your district, school board, and community. ***Nothing in this document should be considered as legal advice. You should obtain and pay for legal counsel to review any contract before you sign it. Also your attorney will offer you legal advice on the wording of elements you want to add, modify or delete from the contract the board offers you.*** Know the market rate for superintendent base salaries and benefits for districts your size in the region, state, and nationally. The *OSBA/COSA Annual Administrator Salary and Benefit* publication is a great reference for Oregon and AASA has helpful national information.

*INDEPENDENT REVIEW

The superintendent has had the opportunity to obtain, and has obtained (at his/her expense) independent legal or other professional advice on this contract. The superintendent acknowledges the terms of this contract and that the terms herein are fully understood and voluntarily accepted.

*CONTRACT REVIEW

At the conclusion of each annual evaluation, the parties shall review the contract and consider proposed modifications and additions.

*MODIFICATION

No amendment or any other type of modification of this contract shall be valid unless it is in writing and signed by both parties.

*NOTIFICATION

All notices required or permitted in this contract shall be in writing and shall be deemed delivered when delivered to the parties in person or via U.S. mail to the appropriate addresses.

*ENTIRE CONTRACT

This contract constitutes the complete statement of agreements of the parties with respect to the subject matter herein and supersedes any and all other prior agreements and understandings both written and oral between the parties.

***NO IMPLIED WAIVER**

The failure of either party to insist on strict performance of any covenant or obligation under this contract, regardless of the length of time for which such failure continues shall not be deemed a waiver of such party's right to demand strict compliance in the future.

***GOVERNING LAWS**

The laws of the state of Oregon shall govern this contract. In the event that litigation results from or arises out of this contract or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses to which the prevailing party may be entitled.

***SEVERABILITY**

If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

***INDEMNIFICATION**

The district agrees to indemnify the superintendent and hold him/her harmless to the fullest extent permitted by law against and in respect to any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages made by third parties resulting from the superintendent's good faith performance of his/her duties and obligations with the district.

***BOARD MEMBER AUTHORITY, RESPONSIBILITY, AND RELATIONSHIP TO THE SUPERINTENDENT AND DISTRICT ADMINISTRATORS**

An individual board member exercises the authority and responsibility of his/her position only when the board is in legal session. Individual board members will be informed about the District's education programs and may visit schools or other facilities to gain information, and should request information through the superintendent. Board members will not intervene in the administration of the district or its schools. The board and superintendent agree to collaboratively support and assist one another. (Consider attaching your board and superintendent agreement, your job description, and any relevant district policies as appendices to this section of your contract).

***SUPERINTENDENT EVALUATION**

Your evaluation must be completed annually and it should follow a pre-determined and mutually agreed on timeline. It should be based on your job description and on progress attaining district, board, and your annual goals (which should be jointly developed by you and your board). It is helpful to give the board a self-evaluation report with input from district administrators and others prior to the board's first draft of your evaluation. (Good wording to consider within this part of the contract is...**if the superintendent's performance is deemed unsatisfactory, the**

superintendent will be notified in writing of specific areas to be remedied and will be given an opportunity to correct the specific areas).

***RESIGNATION**

The superintendent may resign and terminate this agreement by providing the board with a 90 or more day in advance written notice. This contract may be terminated at any time by mutual consent, in writing, of both the board and the superintendent.

***BASE SALARY**

The District agrees to pay the superintendent a base salary at an annual rate of: \$_____ for _____ days of service in twelve equal monthly payments less all applicable deductions and withholdings required by law.

***ANNUAL SALARY ADJUSTMENT**

The superintendent's salary shall be increased annually as per the attached salary schedule and does not have to be in accordance with the negotiated salary increases for any other district employee group. The board reserves the right to increase the superintendent's salary beyond the attached salary schedule for any year(s) of this contract with the consent of both parties.

***BENEFITS**

The superintendent shall be entitled to participate in all currently available administrator benefit plans including:

Relocation Expenses: Upon the presentation of appropriate documentation, the district shall reimburse the superintendent for reasonable and necessary relocation expenses incurred by the superintendent not to exceed \$_____ during the first year of this contract.

Holidays: The superintendent shall receive all holidays granted to the district's administrative staff.

Professional Dues: The district agrees to pay the superintendent's dues for AASA, COSA and one local service organization. Or, with board approval of the specific organizations, an annual dollar amount can be agreed on for the superintendent to use for professional organization dues he/she selects.

Business Expenses: Upon presentation of appropriate documentation, the superintendent shall be reimbursed in accordance with the district expense reimbursement policy for all reasonable and necessary business expenses incurred in connection with the performance of his/her duties.

Automobile Mileage Reimbursement: With proof of proper documentation, the superintendent will be allowed necessary, job-related, automobile mileage reimbursement at the yearly IRS rate for business miles.

Sick leave: The superintendent shall be allocated sick leave at the same rate all other district administrators receive.

Life Insurance: During each year of the term of his/her employment, the district will provide the superintendent with up to \$_____ to pay for part or all of the

premium of a term life insurance policy of his/her choice, payable to his/her beneficiaries.

Health Insurance: The superintendent shall receive the same district paid health, dental, vision, and other medical benefits as the district administrators.