

SUPERINTENDENT CONTRACT

This Superintendent Contract (“Contract”) is made and entered into this 11th day of May, 2021, by and between the Board of Education (“Board”) of the Douglas County School District RE-1 (“District”) and Mr. Corey Wise (“Superintendent”).

WITNESSETH:

WHEREAS, the District is authorized to employ a superintendent of schools to administer the affairs and programs of the District; and

WHEREAS, at its meeting on April 20, 2021, the Board named Superintendent as the sole finalist for the position of superintendent; and

WHEREAS, the District and Superintendent desire to enter into a written contract to describe their relationship and to serve as the basis for effective communication between them in the fulfillment of their governance and administration of the educational and operational programs of the District.

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

1. EMPLOYMENT AND TERM.

- A. Subject to earlier termination as provided herein, the District hereby employs Superintendent as Superintendent of Schools for the District for a term commencing May 12, 2021 and ending June 30, 2024. The parties acknowledge that the term of this Contract extends beyond one year which makes it a multiple-fiscal year financial obligation. The Board agrees to make an irrevocable pledge of present cash reserves with the adoption of the budget for the 2021-2022 fiscal year sufficient to fund the District's obligation under subsection 10.4 of this Contract and agrees to hold sufficient moneys in reserve for payment of that obligation for all subsequent fiscal years in which this Contract is in effect.
- B. 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 within thirty (30) days of receipt, the District may re-open the position and offer a contract to another candidate.

2. LICENSE/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.

3. PROFESSIONAL RESPONSIBILITIES OF SUPERINTENDENT.

The Superintendent shall perform the usual and necessary duties and tasks of the chief administrative officer of a school district, subject to the direction and control of the Board. Without limiting the generality of the preceding, such duties and tasks shall include the following matters:

A. Duties. Superintendent shall have charge of the administration of the schools under the direction of the Board and shall administer the District according to Board policy and the requirements, directives, regulations and guidelines of the Board. The Superintendent shall comply with the requirements and directions of the Board even though such may not have been formally adopted by the Board. The Superintendent shall be the chief administrative officer of the District; shall assign and direct teachers and other employees of the District under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Board; shall timely suggest, promulgate and implement regulations, rules and procedures deemed necessary for best operations of the District; and shall, in general perform all duties incident to the office of Superintendent of Schools and such other duties as may be prescribed by the Board.

B. Services. This Contract is intended by the parties to require the full-time services of the Superintendent, and the Superintendent shall devote his attention to the functions of Superintendent at all times during the term of this Contract. It is not contemplated that the Superintendent will ordinarily perform services on weekends or legal holidays. However, it is intended that the Superintendent shall remain available on such days to meet the responsibilities of Superintendent of Schools on such occasions as are necessary and reasonably feasible for the Superintendent.

C. Relationship to Board. The Board shall promptly refer all significant complaints and suggestions called to its attention to the Superintendent for study and recommendation unless the Board by consensus concludes that the welfare of the District, its students or its staff requires action inconsistent with this provision. The Superintendent shall have the obligation, unless excused, to attend Board meetings and District created citizen committee meetings, serve as an ex-officio member of all Board committees when requested by the Board to do so, and provide administrative recommendations on items of Board business. The Board shall have the option to meet without the Superintendent present. The Board President will finalize the agendas for meetings of the Board in consultation with the Superintendent.

D. Outside Activities. The Superintendent shall devote time, attention and energy to the business of the District. At times other than vacation, participation in outside activities by the Superintendent shall be subject to approval by the Board in its

reasonable discretion. Income to the Superintendent as compensation or honoraria above and beyond documented expenses shall be transferred to the District unless the Superintendent chooses to use vacation or personal leave to perform the outside activities, in which case the Superintendent may retain such compensation or honoraria. District shall not be responsible for any expenses incurred by the Superintendent in performing such outside activities.

E. Compliance with Laws. The Superintendent agrees to comply with applicable federal and state law 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 District specifically reserves the right to change such policies, rules and regulations at any time without prior notice.

4. SALARY.

- A. The District shall pay the Superintendent a gross annual salary of Two Hundred Forty-Seven Thousand Five Hundred Dollars (\$247,500), 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 may be made by the District from the monthly installments of the salary due to the Superintendent. For the 2022-2023 and 2023-2024 fiscal years, the Superintendent's salary shall be adjusted by the same increase granted, if any, to Administrator Job Classes in the District.
- B. The salary set forth in this Section 4 is subject to unilateral adjustment by the Board if required by law or if part of a plan to reduce the salaries of all employees of the District. If the Board adjusts the Superintendent's salary in accordance with this Section 4(B), then the Board shall provide to the Superintendent written notice of the effective date and amount of the adjustment.

5. FRINGE BENEFITS.

Superintendent shall be entitled to all the benefits provided to full-time administrative personnel, including, but not limited to, leave benefits, any other forms of insurance protection, retirement programs, choice of tax-sheltered annuities, and other administrative employee benefits, unless specifically modified by this Contract as follows:

- a. **Insurance.** District shall reimburse the Superintendent for one hundred percent (100%) of his family's health, dental, and vision insurance premiums under the District's then-current plans.
- b. **Paid Time Off.** Superintendent shall receive thirty-five (35) days of paid time off (PTO) annually, exclusive of state and federal holidays that are observed by the

District. PTO shall accrue proportionately to the time of service during each contract year, but the entire allocated allowance may be used at any time during the year, subject to reimbursement to the District if leave is taken in excess of the proportion finally accrued by the date that the Contract is terminated for any reason. For the period of this Contract from May 12, 2021 through June 30, 2021, Superintendent shall receive ____ days of PTO, which is in addition to the ____ days of PTO that Superintendent accrued from October __, 2020 through May 11, 2021. The Superintendent may carry over up to fifteen (15) days of PTO from year to year, up to five (5) of which shall be paid out at the end of each fiscal year. Accrued but unused PTO in excess of the fifteen (15) carry-over days shall be forfeited at the end of each fiscal year.

- c. **Professional Meetings.** Superintendent may attend appropriate job-related professional meetings at the local, state, and national levels with prior approval of the Board. Reasonable expenses related to Superintendent's attendance at such meetings may be paid by the District, subject to prior consultation with and approval by the Board. Superintendent may be reimbursed only after he files an expense statement and submits paid receipts for reasonable expenses of attending such meetings.
- d. **Memberships.** The District shall pay the Superintendent's membership fees to: (i) The American Association of School Administrators; (ii) the Colorado Association of School Executives; and (iii) such other professional and civic organizations which the Superintendent reasonably determines are necessary to maintain and improve his professional skills; provided such memberships are not precluded by applicable law and the cost of such memberships has had prior approval by the Board and has been included in the applicable annual budget.
- e. **Retirement Plan(s).** Superintendent may participate in one of the District's retirement plans, including as applicable, grandfathered retirement plans (including MetLife 2% Plan), in accordance with and subject to all eligibility requirements, conditions of participation, and other terms and conditions established by such plan.
- f. **Tax-Sheltered Annuity.** Beginning on July 1, 2021, and for each year this agreement is in effect, the Board shall pay directly to the tax-sheltered annuity as selected by the Superintendent the annual sum of nineteen thousand five hundred dollars (\$19,500). Such payment shall be prorated for any year consisting of fewer than twelve months.
- g. **Mileage and 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. If budgetary circumstances permit, the District also shall reimburse the Superintendent for travel on District business at the then-current IRS rate and in accordance with District policy.

6. PROFESSIONAL LIABILITY.

A. Hold Harmless. The District agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify the 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 Superintendent by or on behalf of the District, and any criminal proceedings brought against the 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 Superintendent was acting in good faith and within the scope of his employment and not willfully or wantonly.

B. Provision of a Defense. The obligations of the District pursuant to this Section 6 shall be conditioned on (a) prompt notification to the District by the Superintendent of any threatened or reasonably contemplated claim; (b) full cooperation by the Superintendent with the District and legal counsel in defending the claim; and, (c) the Superintendent not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the Board.

C. Reimbursement. In the event the District has provided a defense pursuant to this Section 6, and a court or other decision making body having jurisdiction over the matter determines that the act or omission of the Superintendent 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 or not in good faith, the Superintendent shall reimburse the District for all costs of such defense and indemnity actually incurred by the District.

D. No Individual Liability. In no event shall individual Board members be individually or collectively liable or responsible to the Superintendent for defending or indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

7. EVALUATION.

The Board shall evaluate and assess in writing the performance of Superintendent each year during the term of this Contract. This evaluation and assessment shall be based upon the accomplishment of goals and objectives agreed to by the Board and Superintendent. At a minimum, this evaluation shall include a meeting between the Board and the Superintendent in executive session during February of each contract year to evaluate Superintendent's progress on goals and objectives and/or to identify performance concerns.

8. TERMINATION OF EMPLOYMENT CONTRACT.

This employment Contract may be terminated by:

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

B. Disability of Superintendent. The District may terminate this contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent without pay from his employment for whatever cause for an additional continuous period of sixty (60) days. All obligations of the District shall cease upon such termination. If a question exists concerning the capacity of the Superintendent to return to his duties, the District may require the Superintendent to submit to a medical examination, to be performed by a medical doctor. The District and the 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 his or her report to the issue of whether the Superintendent has a continuing physical or mental disability which prohibits him from performing the essential functions of his position.

C. Discharge for Cause. Throughout the term of this Contract, the Superintendent shall be subject to discharge for good and just cause, which includes, but is not limited to, the failure to comply with the terms and conditions of this Contract. If the District elects to terminate this Contract for good and just cause, the Superintendent shall have the right to service of written charges, notice of hearing and a hearing before an independent hearing officer designated by the Board. The decision of the independent hearing officer shall be advisory only with the final decision resting in the sound discretion of the Board. The hearing shall be closed. In the event of any such proceedings each party shall be solely responsible for their legal expenses.

D. Unilateral Termination by District. The District may unilaterally terminate this Contract at any time upon payment of any salary due to the Superintendent during the remainder of the Contract term, not to exceed twelve months' base salary, together with any accrued and unpaid benefits and expenses as of the date of termination of this Contract. Such obligation shall not include any other benefit provided the Superintendent because of this Contract, including but not limited to insurance benefits, leave benefits, accumulated leave, PERA contributions, etc.

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

F. Unilateral Termination by Superintendent. The Superintendent may unilaterally terminate this Contract only upon four (4) months' prior written notice to the Board, during which period the Superintendent shall continue to perform his obligations to the District. The Superintendent waives any right pursuant to law which would allow him to terminate this Contract with less notice than required by this paragraph. In the event that Superintendent fails to provide the required notice or perform his duties during the notice period, he shall be obligated to pay liquidated damages to the District in the manner provided in C.R.S. § 22-63-202(2), as it now exists or is hereafter amended.

9. SUSPENSION OF THE SUPERINTENDENT.

The Board may, at any time, by informal consensus or by formal action suspend the Superintendent with pay and benefits for such purposes and period of time as the Board deems to be in the best interest of the District. In such case, the Superintendent shall be notified in writing of reasons for the suspension.

10. RETURN OF DISTRICT PROPERTY.

On or before the effective date of the termination of this Contract for whatever reason, 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, all of which may be in the possession or control of the Superintendent, whether prepared by him or by others.

11. SAVINGS CLAUSE.

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 a ruling shall remain in full force and effect.

12. BINDING EFFECT.

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

13. COLORADO LAW.

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

14. NON-WAIVER.

No waiver of any covenant, agreement, condition, remedy, or provision of this Contract shall be deemed to have been made unless expressly made in writing and signed by the party against whom such a waiver is charged; and, (a) the failure of a party to insist on any one or more cases upon the performance of any of the provisions or conditions of this Contract shall not be construed as a waiver thereof or as a relinquishment for the future of any such provision or condition; (b) the acceptance of performance of anything required by this Contract to be performed with the knowledge of the breach or failure of a condition or provision hereof shall be deemed a waiver of such breach or failure; and, (c) no waiver by a party of a breach by the other party shall be construed as a waiver with respect to any other or subsequent breach.

15. CAPTIONS AND HEADINGS.

The headings throughout this Contract are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Contract.

16. NO OTHER AGREEMENTS.

This Contract contains all 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.

17. COUNTERPARTS

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. A PDF copy of this Contract shall be as effective as the original.

18. NOTICES.

All notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, received by telecopier, or sent by certified United States Mail, postage prepaid, with return receipt requested, addressed to the parties as follows:

To District: President, Board of Education
 Douglas County School District RE-1
 620 Wilcox Street
 Castle Rock, CO 80104

To Superintendent: Mr. Corey Wise

A party may change its address for the purposes of this Section by giving notice of such change of address in the manner provided above.

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

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

By: _____
David Ray, President
Board of Education

ATTEST:

By: _____
Elizabeth Hanson, Secretary
Board of Education

SUPERINTENDENT

Corey Wise