

HANOVER SCHOOL DISTRICT 28 CONTRACT OF EMPLOYMENT

THIS CONTRACT is made and entered into the 21st day of February, 2018 by and between Hanover School District 28 hereinafter referred to as "School District" and Grant Schmidt, hereinafter referred to as "Superintendent/Principal", and as approved by the District's Board of Education ("Board") at a regular meeting held on March 21, 2018, and found in the minutes of that meeting.

A. Employment

The School District hereby employs the Superintendent/Principal, and Superintendent/Principal hereby enters into the employment of the School District as its Superintendent/Principal. Such employment shall be subject to the terms and conditions of this contract.

B. Duties

Superintendent/Principal agrees, during the period of this contract, to faithfully perform his duties as Chief Executive Officer of the School District, and as Principal for Prairie Heights Elementary School with all obligations in such capacity for the School District including, but not limited to, those duties as are, or may be set forth by the Colorado Revised Statutes and/or School District policies and procedures and directives of the Board. Superintendent/Principal shall have charge of the administration of the schools under the direction of the Board. He will act as an advisor to the Board on matters pertaining to the school administration, and he will inform the Board of significant administrative action taken on its behalf. He shall be the chief executive officer of the District, shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instructional and business affairs, as best serves the District; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district; and in general perform all duties incident to the Office of the Superintendent/Principal and such duties as may be lawfully prescribed from the Board from time to time.

The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent/Principal for study and recommendation and, if appropriate, action. The Superintendent/Principal shall have the right to attend all Board meetings and all Board and citizen committee meetings, except closed or executive session meetings of the Board involving the evaluation of the Superintendent/Principal or duties of the members of the Board. All duties assigned to the Superintendent/Principal by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent/Principal.

C. Term

This Contract shall take effect as of July 1, 2018, and continue in force thereafter through June 30, 2021, subject, however, to annual appropriations of funds by the Board to fund the second year of the contract and to termination as hereafter provided. The working year of the Superintendent/Principal shall consist of two hundred -twenty (220) days, and all salary payable hereunder shall be payable in equal installments on the 1st day of each month beginning with the 1st of July, 2018. The deductions authorized by law or Board policy shall be made by the District from the monthly installments of the salary due to the Superintendent/Principal. In the event this contract is extended or renewed, the Superintendent/Principal's salary shall remain as stated herein unless it is expressly increased or decreased by Board action and is documented in an amendment to this contract.

If the Board does not notify Superintendent/Principal in writing before January 15th of each year this Agreement is in effect that this Agreement will not be renewed, it shall be deemed that the Board has renewed this Agreement for one year extending from the termination date set forth above, it shall be deemed that the Board has renewed this Agreement for an additional year. Superintendent/Principal shall communicate to each member of the Board or, as an alternative, placement of the topic on the Board agenda, remind the Board of the existence of this automatic renewal clause. Such notice shall be provided by December 1st. Failure to provide the required notice shall invalidate this automatic renewal clause.

Although this Agreement is for employment of the Superintendent/Principal for a period of ~~two~~ three contract years, any financial commitment on the part of the Board contained in this Agreement is subject to annual appropriation by the Board based upon the fiscal resources of the District and the parties agree that the Board has no obligation to fund the financial obligations under this Agreement other than for the current year of the contract term and that the Board has not irrevocably pledged and held for payment sufficient cash reserves for the payment of salary or benefits for the entire term of the Agreement.

D. Salary

The Board agrees to pay the Superintendent/Principal for his services \$105,000 annually, paid periodically per the board policies governing payment to all District employees.

E. Benefits

The Board shall provide the Superintendent/Principal with the following benefits:

1. Insurance: The Board shall pay Superintendent/Principal a monthly allowance of \$1,250 instead of providing health, dental, vision. Should the Superintendent/Principal opt into the district provided health, dental, vision the monthly allowance will be equal to the full family premium chosen by the Superintendent/Principal. In addition, the Superintendent/Principal shall be entitled to select life and short disability insurance coverage under the policy carried or sponsored by the School District, of the annual premium for such coverage at a value twice the Superintendent/Principal's annual salary noted in section D of this agreement, as do all employees who select such insurance and

the Superintendent/Principal shall have the sole right to determine the beneficiary under any life insurance policy. The District will pay half the monthly premium of the Superintendent/ Principal's long-term disability insurance.

2. Leave: The Superintendent/Principal shall be entitled to 15 personal days per year in addition to holidays normally given to administrative employees of the school district. Upon termination, resignation or nonrenewal of the Superintendent/Principal's employment with the District, unused accumulated personal days shall be compensated at the per diem salary rate in effect at the time of payment.

3. Severance Pay: Subject to termination as hereafter provided, the Superintendent/Principal shall be entitled to the base salary, plus benefits described in Paragraph E, remaining on his contract at the time of termination (or non-renewal) plus six months of base salary plus benefits as severance pay, in the event that he is terminated pursuant to Paragraph H(2) below. In the event that the Superintendent/Principal's employment is terminated pursuant to Paragraphs H(1) or H(3), his final compensation is subject to the provisions contained in those paragraphs respectively.

4. Reimbursement of Expenses: The Superintendent/Principal shall be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of his duties. Superintendent/Principal shall submit written receipts for all such expenses, and the Board shall have full authority thereafter to determine what constitutes "reasonable" for purposes of this paragraph.

5. Auto Allowance: The Superintendent/Principal shall receive a monthly allowance of \$250 to cover the cost incurred in performing official business for the District in Superintendent/Principal's personal vehicle. Additionally the Superintendent/Principal shall receive reimbursement, at the standard IRS mileage rate, for documented actual mileage incurred when attending school or district sporting/activity events, professional conferences, and attending Superintendent meetings outside of El Paso County.

6. Cellular Phone/Email Access: The Superintendent/Principal shall receive a cell phone with data service for his personal and professional use. The Board shall provide the Superintendent/Principal a laptop computer and email for his personal and professional use.

F. Professional Growth and Development

The Board encourages the continuing professional growth of the Superintendent/Principal. The Superintendent/Principal may attend professional meetings, seminars and programs at the local and national level. The expenses of the attendance, as well as dues for memberships in appropriate professional organizations, shall be paid from a Personal Development Fund established for the Superintendent/Principal up to the amount of \$4,000 annually. Superintendent/Principal shall submit to the Business Director written receipts for all such expenses. The Superintendent/Principal may receive additional funds for professional development on an as-needed basis upon advance approval of the Board.

G. Indemnification

The Board agrees that it shall defend, hold harmless and indemnify Superintendent/Principal from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent/Principal in his individual capacity or in his official capacity as agent and employee of the School District, provided the incident arose while Superintendent/Principal was acting within the scope of his employment and his action(s) act or inaction(s) are not found to have been willful or wanton.

H. Termination

1. Termination for Cause: The Superintendent/Principal shall be subject to discharge for good and just cause. If discharged for good and just cause, the Superintendent/Principal shall be entitled to no further payments or benefits under this contract, including, but not limited to, severance pay. However, the Board shall not arbitrarily and capriciously call for the Superintendent/Principal's dismissal and the Superintendent/Principal shall have the right to service of written charges, notice of hearing and a hearing before a mutually agreed upon arbitrator. If the Superintendent/Principal chooses to be accompanied by legal counsel at the hearing, said legal expenses shall be paid by the Superintendent/Principal. The Arbitrator shall issue a ruling determining whether the termination was for good and just cause. If the Arbitrator determines the termination was not for good and just cause then the Superintendent/Principal shall be entitled to severance pay equaling the base salary, plus benefits described in Paragraph E, remaining on his contract at the time of termination or six months of base salary plus benefits whichever is greater as severance pay, in the event that he is terminated pursuant to Paragraph H(2) below. Additionally, within thirty (30) days after the ruling is issued the Board shall reimburse the Superintendent/Principal for all costs and expenses, including attorney's fees, incurred by him in the arbitration. All reimbursements shall be invoiced.

2. Unilateral Termination by the Board: The Board can only discharge the Superintendent/Principal without cause upon written notice of at least 30 days. In the event of such termination, the Board shall pay the Superintendent/Principal, upon the execution by Superintendent/Principal of a complete release satisfactory to the Board, severance pay, if he is otherwise eligible as provided for in Paragraph E(3), above. Additionally, within thirty (30) days after the written notice is sent the Board President shall provide a written letter of recommendation to the Superintendent/Principal. The letter shall only include the term of employment, a summary of his duties and responsibilities, and a description of three (3) positive impacts the Superintendent/Principal had during his employment.

3. Resignation by the Superintendent/Principal: The Superintendent/Principal must provide 45 days written notice to the Board if he chooses to resign before this contract expires. In the event the Superintendent/Principal resigns, he is not eligible for the severance pay described in Paragraph E (3), above.

I. Evaluation

By no later than May 31 of each fiscal year, the Board and the Superintendent/Principal shall meet in closed executive session (unless otherwise requested by the Superintendent/Principal) for the purpose of evaluation of the performance of the Superintendent/Principal and expressing recommendations and observations on how such performance may be improved. In the event that the Board determines that the performance of the Superintendent/Principal is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory.

A copy of the written evaluation shall be delivered to the Superintendent/Principal. The Superintendent/Principal shall have the right to make a written response to the evaluation. This response shall become a permanent attachment to the Superintendent/Principal's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Superintendent/Principal, the Board shall meet with the Superintendent/Principal to discuss the evaluation. The Superintendent/Principal shall be given a reasonable time, but no less than three (3) months, to implement said recommendations and shall be provided written notification of the Board's determination of his compliance any directives contained therein.

The Board and Superintendent/Principal shall meet to establish School District goals and objectives for each school year on or before October 30th. Said goals and objectives shall be reduced to writing and be among the criteria by which Superintendent/Principal is evaluated as hereafter provided.

J. Professional Activities

With prior approval of the Board, the Superintendent/Principal may undertake consultative work, speaking engagements, writing and other professional activities for honoraria and expenses, provided such activities do not interfere with the Superintendent/Principal's normal duties. Such activities shall not be considered to be a part of the Superintendent/Principal's scope of employment for purposes of Paragraph H, above.

K. Governing Law

The interpretation of this contract and any questions arising under it shall be determined exclusively by the law of the State of Colorado.

J. Merger Clause

This contract contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, understandings, negotiations and discussions, whether oral or written.

K. Severability

The provisions of this contract shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder.

L. Amendments

This contract may be amended by the mutual consent of both parties. Any amendment must be in writing and must be executed by a duly authorized member of the Board. A copy shall be attached hereto.

O. Waiver

Any waiver of any provision of this contract shall not be deemed to be a waiver of any other provision or of a subsequent breach, and shall not be construed to be a modification of the terms of the contract.

P. No Assignment

This contract is one for personal services to be provided the District only and may not be assigned.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year set forth above.

By: _____

Date: _____

Randy Underwood,
Board President
Hanover School District 28

By: _____

Date: _____

Grant Schmidt,
Superintendent/Principal
Hanover School District 28