

EAST CENTRAL BOCES
LIMON, COLORADO 80828
EXECUTIVE DIRECTOR'S CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 20____, between the East Central Board of Cooperative Educational Services, hereinafter called the "BOCES", acting through its Board of Directors, hereinafter called the "Board" and _____ hereinafter called "Executive Director."

WITNESSETH:

1. **DUTIES:** The Executive Director agrees, during the period of this contract, to perform faithfully his duties and obligations in such capacity for the participating school districts including, but not limited to, those duties required by the BOCES' Policies and those duties directed by the Board. He will act as an advisor to the Board on matters pertaining to the administration of the BOCES, and he will inform the Board as to the administrative action taken on its behalf. The Executive Director shall recommend, effect, or cause to be effected, the policies and programs of the BOCES as may be adopted by the Board. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the BOCES. Additionally, he will attend and assist special education staff with consensus building and conflict resolution when difficult cases arise in the BOCES' service area.

2. **TERM:** The Board agrees to employ _____ as Executive Director for the initial term of two (2) year(s) from _____, 20____, to and including _____, 20____. The Board shall review this contract with the Executive Director annually, and shall, on or before March 31st of each year the contract is in force, including the initial term, determine whether or not the contract shall be rolled over or extended for an additional year beyond its then-current expiration date. In the absence of action by the Board by March 31st, however, the contract shall expire in accordance with its terms.

3. **EVALUATION:** The Board shall evaluate the Executive Director, at least annually, using the criteria and an evaluation process as reviewed by the participating districts' Superintendents Advisory Council ("SAC") and agreed to by the Board.

4. **PROFESSIONAL LIABILITY:** The Board agrees that to the extent permitted by law it shall defend, hold harmless, and indemnify the Executive Director from any and all demands, claims, suits, actions, and legal proceedings brought against the Executive Director in his individual capacity, or in his official capacity as agent and employee of the BOCES, provided the incident arose while the Executive Director was acting within the scope of his employment and the Executive Director's alleged actions were not willful and wanton and did not violate any provision of criminal law. The BOCES shall provide public liability insurance for the Executive Director to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Executive Director. The obligation of the BOCES pursuant to this Section 4 shall be conditioned on: (i)

prompt notification to the Board by the Executive Director of any claim known to him; (ii) cooperation by the Superintendent with the Board and legal counsel in defending the claim; and (iii) the Executive Director not compromising of settling the claim without express consent of the Board. In no case will individual Board members be considered personally liable for indemnifying the Executive Director against such demands, claims, suits, actions, and legal proceedings.

5. PROFESSIONAL GROWTH:

A. The Executive Director may attend professional meetings at the local and state levels, with the expenses of said attendance to be paid by the BOCES. The Executive Director may attend one professional meeting annually at the national level to be paid by the BOCES.

B. The BOCES shall reimburse the Executive Director for all reasonable documented expenses resulting from the performance of his duties as Executive Director.

6. PROFESSIONAL DUES: The BOCES shall pay the association dues of the Executive Director for the American Association of School Administrators (AASA) and for the Colorado Association of School Executives (CASE).

7. MEDICAL EXAMINATION: The BOCES reserves the right to request a certificate signed by a registered M.D. as to whether the Executive Director is able to perform the essential functions of his position, with or without reasonable accommodation. The cost of said physical examination and reports shall be paid by the BOCES.

8. COMPENSATION: The Board agrees to pay the Executive Director \$_____ for his services during each year of said contract in twelve (12) equal installments unless otherwise agreed to by the parties. Compensation for any renewal year shall be set by the Board. The Executive Director can not change his salary, fringe benefits, or provisions of this contract without prior review of the changes by the SAC and without prior written approval of the Board. Any increases in salary or benefits shall be by written addendum, signed by both parties. Any reduction in salary or benefits shall only be implemented if it is part of a general reduction or modification in all staff salaries or benefits by the Board.

8. FRINGE BENEFITS: The Board shall provide the Executive Director with the following benefits:

- A. To the extent permitted by law, family health, dental and vision insurance provided other administrative employees.
- B. Twelve (12) leave days per year may be accumulated up to fifty (50) days as per BOCES policy.

- C. Twelve (12) vacation days per year, may be accumulated up to twenty (20) days. These shall be in addition to the holidays recognized by the BOCES.
- D. Ten (10) professional days per year.

Subject to the number of total days that may be accumulated, above, the Executive Director is entitled to cash for unused vacation days, may be cashed annually, with any accumulated vacation days cashed in upon termination of this contract. Vacation days are to be reimbursed at a per diem, determined by dividing the then-current salary by the number of contracted days (231) plus the number of paid holidays (10) for a total of 241 days. Leave days shall be reimbursed at \$50/day, as per BOCES policy, for any unused leave days after the 50 days are accumulated. Unless specifically stated otherwise in this contract, the Executive Director shall be entitled to other benefits applicable to other administrative employees.

10. TRANSPORTATION: The Executive Director shall provide his own transportation. This does not preclude using a BOCES vehicle when circumstances warrant such as traveling with others to a conference, etc.

11. TERMINATION OF EMPLOYMENT CONTRACT: This contract may be terminated by:

11.1 Mutual Agreement. This contract may be terminated by mutual agreement of the parties.

11.2 Disability of Executive Director. Should the Executive Director be unable to perform the duties and obligations of this contract, by reason of illness, accident or other cause beyond the Executive Director's control and such disability exists for a period of more than twenty (20) 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 an additional period without pay for thirty (30) days or if such disability is determined prior to that time to be permanent, irreparable or of such nature as to prevent the Executive Director from performing the essential functions of his position, the Board, at its option may terminate this contract, whereupon the respective duties, rights, and obligations of the parties shall terminate. PERA guidelines for disability benefits will be considered and negotiated to the benefit of the BOCES and the Executive Director.

If a question exists concerning the capacity of the Executive Director to return to his duties, the Board may require the Executive Director to submit to a medical examination to be performed by a medical doctor. The Board and the Executive Director 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. The examination shall be done at the expense of the BOCES. The physician shall limit his report to the issue of whether the Executive Director has a continuing physical or mental disability which prohibits him from performing the essential functions of his position with or without reasonable accommodation.

11.3 Discharge for Cause. Throughout the term of this contract, the Executive Director shall be subject to discharge for good and just cause relating to the Executive Director's duties, which includes, but are not limited to, the failure to comply with the terms and conditions of this contract. However, the Board shall not arbitrarily and capriciously call for the Executive Director's dismissal, and the Executive Director shall have the right to service of written charges, notice of hearing and a hearing before the Board. If the Executive Director chooses to be accompanied by legal counsel at the hearing, said legal expenses shall be paid by the Executive Director.

11.4 Unilateral Termination by the Board. The Board may unilaterally terminate this contract before the expiration of the term upon payment of any salary remaining due to the Executive Director under this contract, subject to the terms of the TABOR Amendment to the Colorado Constitution. Throughout the term of this contract, the Board and the BOCES shall retain adequate present cash reserves pledged irrevocably and held for payment of the salary amount for any future fiscal year of the remaining term of this contract under paragraphs 2 and 8, above.

11.5 Death of the Executive Director. This contract shall automatically terminate upon the death of the Executive Director.

11.6 Unilateral Termination by Executive Director.

A. The Executive Director may, at his 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.

B. The Executive Director agrees to pay damages to the BOCES, and the Board agrees to collect or withhold damages from compensation due or payable to the Executive Director with such damages being assessed against the Executive Director if the Executive Director abandons, breaches or otherwise refuses to perform services pursuant to this contract, unless the Executive Director has given at least 30 days' written notice to the Board to the effect that he wishes to be relieved of this contract as of a certain date, and providing further that such damages shall not exceed ordinary and necessary expenses of the BOCES to secure the services of a suitable replacement for the Executive Director, up to one-twelfth of the Executive Director's annual salary.

12. SUSPENSION OF EXECUTIVE DIRECTOR: The Board may, at any time, suspend the Executive Director 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 BOCES. In any case, the Executive Director shall be notified in writing of reasons for the suspension.

13. BREACH OF AGREEMENT: Failure by Executive Director to fulfill the obligations set forth in this contract shall be considered to be a violation of the Administrator's Code of Ethics and may

be reported by the Board to the appropriate state and national associations of school administrators and state educational authorities.

14. **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:

If to Executive Director, to:

15. MISCELLANEOUS

15.1 The contract has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.

15.2 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.

15.3 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.

15.4 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 and communications between the parties concerning such subject matter whether written or oral.

15.5 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.

16. **BINDING EFFECT:** This contract is one for personal services to be provided the BOCES only and may not be assigned. Any compensation then due and payable to the Executive Director under this contract shall be payable to his heirs and legal representatives in the event of his 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, on the day and year first written above.

CBA/CBC-E

_____, Executive Director

EAST CENTRAL BOCES BOARD

_____, EC BOCES Board President

ATTEST:

_____, EC BOCES Board Secretary

Account No.

Contracted Days: 241 (inclusive of vacation days)

**EAST CENTRAL BOCES
BOARD POLICY**
June 18, 2014