

EMPLOYEE CONTRACT/NOA STATUS
SUMMARY ONLY

New Hires/Re-Hires
21-Jun-21

Name	Title	Location	FTE	DOH	Step	Dollar Amount	Notes
Jacqueline Schwasinger	Kids Club/Preschool Coordinator	RCE	1	5/24/2021		\$43,000/year	NOAs for 20-21 and 21-22

EMPLOYEE CONTRACT/NOA STATUS**SUMMARY ONLY****Transfers and Changes****21-Jun-21**

Name	Title	Location	Current Step	CURRENT Amount	NEW Step	NEW Amount	Comments
Jamie Twiss	Lead Preschool Teacher	RCE			G/20	\$20.60/hr	Change from Asst Preschool Teacher
Kristen Harris	Executive Assistant / HTI Project Manager	Superintendent Office / EHS				\$15.00/hr / \$15.00/hr	Notice of Assignment 21-22

EMPLOYEE CONTRACT/NOA STATUS**SUMMARY ONLY****Employee Separations****21-Jun-21**

Name	Title	Location	DOH	FTE	Reason	Last Work Day
Lawrence Lindsey	Bus Driver	TRANS	8/1/2006		Retirement	5/24/2021
Wayne Otte	Teacher	RCE			Retirement	May 2021

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Extra Duty Assignments
21-Jun-21

Name	Title	Location	Dollar Amount	Notes
Alan Small	Assistant Track Coach	EHS	\$2,700	
Stephen Salansky	Asst Girls Soccer Coach	EHS	\$2,700	

ELIZABETH SCHOOL DISTRICT

TO: Members of the Board of Education

THROUGH: Douglas Bissonette, Superintendent

FROM: Kin Shuman, Director of Human Resources

DATE: **June 21, 2021**

SUBJECT: **Request For 110 Day Transition Year**

The following district employee has announced his retirement from the district and has requested that the district allow him to continue his employment in a 110 day transition year in 2021-2022. The employee is:

Wayne Otte	Teacher	RCE
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His supervisor supports his request as does Human Resources, and requests Board approval. Human Resources requests an exception to the filing date of March 1 to ask for a 110 transition year. The superintendent supports this request for an exception.

SUPERINTENDENT CONTRACT
ELIZABETH SCHOOL DISTRICT

THIS CONTRACT is made and entered into this **21st** day of June 2021 by and between ELIZABETH SCHOOL DISTRICT (hereinafter the "District") and Douglas Bissonette (hereinafter the "Superintendent").

WITNESSETH:

WHEREAS, the Board of Education of the District has reviewed the available qualifications of the Superintendent; and

WHEREAS, the Board of Education of the District, at a regular meeting held June 21, 2021, has authorized the president and the secretary of said Board to execute this contract for and on behalf of the District.

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **TERM**

a. **Length** The term of this contract shall be for a period commencing **July 1, 2021 and ending June 30, 2024.**

b. **Post-Retirement Employment Option** Unless prohibited by statute or administrative rule or regulation of PERA or a state agency, the Superintendent will have the option of participating in one year of post-retirement employment on a 140/140 contract, at his discretion, following the expiration of this contract and any necessary waiting period for PERA purposes. The Board of Education will be notified at least five months in advance of the proposed commencement of the post-retirement employment contract. During the post-retirement employment period, the Superintendent will receive salary at the rate being paid by the District under Section 2 just prior to post-retirement employment and the benefits, including automobile allowance, provided under Section 5. Other than as modified in this paragraph, the provisions of this contract shall apply during the post-retirement employment period.

c. **Appropriations** Those portions of the term of this contract falling in subsequent fiscal years shall be contingent upon future appropriation by the Board of Education of sufficient funds for payment of the obligations of this contract for any such future fiscal year. In the event such appropriation is not made in any fiscal year, this contract shall thereupon terminate and each party shall be released from its obligations hereunder. To the extent required by applicable law, the District will irrevocably pledge reserves of the District in an amount sufficient for the payment of any obligation under Section 7(f) below.

2. **SALARY** The Superintendent will be paid at a rate based upon an annual base salary of \$153,143 plus an additional market adjustment amount of \$1,507 for a total annual salary of **\$154,650.** The working year of the Superintendent shall consist of **two hundred sixty (260) days,** and all salary payable hereunder shall be payable in equal installments on the 25th day of each month beginning with **July 25, 2021.** 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. On or before March 1 of each year of the term, including the first year term, the Board shall advise the Superintendent in writing if a freeze or reduction in salary will be imposed on all District personnel, including Superintendent, for the next school year. ("Notice of Freeze or Reduction") The Superintendent shall have the right to terminate this contract, without penalty, upon receipt of notice from the Board of any such freeze or reduction on salary. If the Superintendent elects to terminate, he or she must do so by notifying the Board in writing within (10) days of receipt on the Notice of Freeze or Reduction. If the Superintendent fails to provide notice of termination within (10) days, this contract will remain in full force and effect for the next school year, and the Superintendent's salary shall be the amount set forth in the Notice of Reduction or Freeze. Any increases to salary shall be determined no later than June 1 of each year of the term, including the first year term, after consideration of such factors as indicated in the policy. In the event this contract is renewed, the Superintendent's salary shall remain as stated in section 2 unless it is expressly increased or decreased by Board action and documented in a new contract.

3. CERTIFICATION The Superintendent shall hold a Colorado Administrator's License appropriate for superintendent of schools. If at any time the Superintendent fails to meet this requirement, this Contract may be terminated by the Board, or renegotiated upon mutual agreement of the Superintendent and the Board.

4. PROFESSIONAL RESPONSIBILITY

a. The Superintendent agrees to perform reasonable activities and assignments as required by law or Board policies or as directed by and in accordance with the requirements of the Board of Education of the District. The Superintendent of Elizabeth School District is responsible for the overall supervision of the school district, its operations, instructional programs, personnel, and financial functions under the direction of the board of education and its policies and applicable state and federal laws. He or she also develops and promotes good community relations among various community and school clientele.

ESSENTIAL DUTIES

1. Serves as the chief executive and operations officer of the school district, maintaining responsibility for the primary instructional, financial, and operational functions of the district and its personnel
2. Communicates and collaborates with the board of education on all issues, which may affect the district
3. Continually assesses all district procedures and programs for effectiveness and efficiency of operation
4. Supervises and evaluates the performance of central administrative personnel, principals, finance, human resource, special services directors, chief academic officer, and other key staff members
5. Reviews and makes recommendations for revision or creation of policies to the Board
6. Oversees the development of a comprehensive district budget within the constraints of the Colorado School Finance Act, the goals and objectives of the board of education, and the financial needs of the overall instructional program
7. Assesses and maintains the structure of the district and makes assignments to meet the needs and goals of the overall program
8. Oversees the recruitment, termination, and discipline decisions for all district administrative personnel
9. May act as district hearing officer for student expulsions

b. Notwithstanding any provision herein, the Superintendent agrees to be knowledgeable of and comply with all applicable laws of the federal and state governments and all duly adopted policies, rules, and regulations of the Board of Education or the administration of the District as are in effect or become in effect during the term of this contract.

5. BENEFITS

a. The Superintendent shall receive **20 days of vacation annually**, exclusive of regular school holidays as designated on the school calendar, and Saturdays and Sundays. Unused vacation may be accumulated up to no more than thirty (30) days; any unused vacation days at the conclusion of the fiscal year in excess of ten days shall not be carried into the next fiscal year, and shall be forfeited without compensation. Upon termination of the Superintendent's employment with the District, unused accumulated vacation days shall be compensated at the per diem salary rate in effect at the time of payment. Vacation leave is accrued proportionately to the time of service in any given year; 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.

b. The Superintendent shall be entitled to sick and personal leave, including compensation for accrued, but unused days, as provided by Policy GBGG and GBGG-R-3 as they currently exist or may hereafter be amended.

c. The District shall pay the Superintendent three-hundred dollars (\$300) per month as an automobile allowance to assist the Superintendent with the expenses of operating his personal automobile to carry out his duties pursuant to this Contract.

d. The Superintendent shall pay in full any employee contribution to the Public Employees' Retirement Association for any salary received pursuant to this Contract.

e. The Superintendent shall receive such other fringe benefits set forth in approved Board of Education policies in Section G of the District's policy manual, including health insurance benefits.

6. SUSPENSION The Board of Education may, at any time, suspend the Superintendent 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 District.

7. TERMINATION OF CONTRACT This employment Contract may be terminated by:

a. Mutual Agreement of both 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 or her duties, the District may require the Superintendent to submit to a medical examination, to be performed by a medical doctor of the district's choice. If the parties are unable to agree upon a physician, the Board president shall designate a physician. 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 condition, which prohibits him or her from performing his or her duties.

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. However, the District shall not arbitrarily or capriciously call for the Superintendent's dismissal and the Superintendent shall have the right to service of written charges, notice of hearing, and a hearing before the Board of Education of the District. The Board of Education may direct an independent hearing officer of its choice to conduct the hearing and to make findings of fact and nonbinding recommendations to the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the Superintendent's legal expenses shall be paid by the Superintendent. All obligations of the District to the Superintendent shall cease upon such termination, including, but not limited to, any salary payments and any payment obligation for unused vacation and sick leave.

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

e. Unilateral Termination by Superintendent The Superintendent may, at his or her option, unilaterally terminate this contract in the manner permitted for chief executive officers in section 22-63-202(2), C.R.S. The parties agree that section 22-63-202(2), C.R.S., as amended from time to time, is incorporated into this Contract by reference.

f. Unilateral Termination by Board The Board may unilaterally terminate this Contract before the expiration of the term, with or without cause, upon payment of a severance within fifteen (15) days of the effective date of termination, in an amount equal to the base salary to be paid for the remainder of the term of this

Contract plus an amount equal to the cost of COBRA coverage for "employee only" health insurance for the remainder of the term. Except for the severance payment referenced in this paragraph, and any payment for accrued but unused leave referenced in paragraphs 5(a) and (b) above, no other amount or benefit shall be due or paid as a result of unilateral termination by the Board.

8. EXECUTIVE CLASSIFIED EMPLOYEE The parties recognize that the Superintendent is an executive classified employee of the District and is not subject to placement in accordance with any District salary schedules, including but not limited to any salary schedules or policies, which purport to apply to District administrators or finance officers. The Superintendent hereby expressly waives and the District hereby expressly accepts the Superintendent's waiver of all provisions of District policies or procedures, which call for compensation or benefits in addition to those expressly provided herein. It is the intention of the parties that the terms of this Contract, together with those specific District policies incorporated herein by reference, shall constitute the entire Contract of the parties concerning the Superintendent's compensation and benefits.

9. VALIDITY This Contract shall be valid and binding only if signed by hand by the President and Secretary of the Board of Education.

10. PRIOR AGREEMENTS This Contract shall supersede and replace any prior agreements (contracts and or contract amendments) between the parties, whether verbal or in writing, related in any way to the terms of Superintendent's employment with the District during the term of this Contract.

ELIZABETH SCHOOL DISTRICT

By: _____
President, Board of Education Date

Attest:

Secretary, Board of Education Date

Superintendent Date

This contract must be signed and returned to the address below:

**Elizabeth School District
Attn: Human Resources
PO Box 610
Elizabeth, CO 80107**

Prepared by: _____ Date: _____
Verified by: _____ Date: _____

*Good and Just cause refers to the employer's right to discipline or terminate employees for legally sufficient reasons such as; misconduct or negligence.