

SUPERINTENDENT'S CONTRACT

07.01.21 – 06.30.22

07.01.22 – 06.30.23

07.01.23 – 06.30.24

This Superintendent's Contract ("Contract") is made and entered into as of the 9th day of November, 2020, by and between **INDEPENDENT SCHOOL DISTRICT NO. 1 OF LOGAN COUNTY, OKLAHOMA**, a political subdivision of the State of Oklahoma (the "Guthrie School District" or "District"), and **DR. MICHAEL L. SIMPSON** (the "Superintendent").

Recitals:

1. The District desires to employ the Superintendent and the Superintendent desires to be employed by the District as the Superintendent of Schools of the District.
2. The parties desire that all the terms and conditions of employment of the Superintendent by the District be reduced to writing.

WHEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, the parties agree as follows:

- a. The Term of the Contract -- The District agrees to employ the Superintendent as its Superintendent of Schools for the periods of: **July 1, 2021, through June 30, 2022; July 1, 2022, through June 30, 2023; and July 1, 2023, through June 30, 2024.** The Superintendent accepts such employment and agrees to serve as the District's Superintendent of Schools for the Contract term. The parties agree to annually consider a one-year rollover of the term of the Contract, provided that failure to roll over the Contract shall not

constitute nonrenewal of this Contract. Any addendum to the Contract shall not be effective until reduced to writing.

b. The Duties and Qualifications of the Superintendent -- The Superintendent agrees to perform all duties reasonably assigned to him by the Board of Education of the District. The parties agree that it is not feasible to state in detail all of the duties of the Superintendent. Superintendent shall be the chief administrative officer of the District. Superintendent shall select and recommend for employment all certified and non-certified employees and administrators. Superintendent shall direct, supervise, transfer, assign and reassign District personnel subject to Board of Education policy. The Superintendent agrees to observe and be bound by all present and future rules, policies, procedures and regulations of the District and all lawful directions of the Board of Education of the District and to prepare all reports required of the Superintendent by the rules, policies, procedures and regulations of the District or as requested by the Board of Education of the District. The Superintendent agrees to maintain all educational certifications required by Oklahoma law in order for him to carry out all duties of his position.

c. Assignment and Reassignment – By the terms of this Contract, the Superintendent is employed for the sole purpose of being the Superintendent of Schools for the District. Superintendent shall not be reassigned to any other position with the District.

d. Compensation and Benefits -- For the Superintendent's annual services to be rendered under this Contract, the District agrees to pay the Superintendent the following:

1. For the **2021 – 2022 fiscal year**, a base salary of (i) not less than **\$133,000.00**, plus (ii) the cost of premiums payable for Health Choice High for the Superintendent's family medical, health and hospitalization coverage including Health Choice Dental and VSP (Vison Service Plan) which is payable in 12 monthly payments, in accordance with the District's regular 12-month payment cycle, less deductions required by law or authorized by the Superintendent.
2. For the **2022 – 2023 fiscal year**, a base salary of (i) not less than the salary paid the Superintendent during the 2021 – 2022 school year, plus (ii) the cost of premiums payable for Health Choice High for the Superintendent's family medical, health and hospitalization coverage including Health Choice Dental and VSP (Vison Service Plan) which is payable in 12 monthly payments, in accordance with the District's regular 12-month payment cycle, less deductions required by law or authorized by the Superintendent.
3. For the **2023 – 2024 fiscal year**, a base salary of (i) not less than the salary paid the Superintendent during the 2022 – 2023 school year, plus (ii) the cost of premiums payable for Health Choice High for the Superintendent's family medical, health and hospitalization coverage including Health Choice Dental and VSP (Vison Service Plan) which is payable in 12 monthly payments, in accordance with the District's regular 12-month payment cycle, less deductions required by law or authorized by the Superintendent.

4. Provided, the Board of Education, may review and increase the Superintendent's base salary when it deems appropriate.
 5. Oklahoma Teacher Retirement System Benefits -- For the Contract term, the District agrees to pay all of the Superintendent's required contribution to the Oklahoma Teachers Retirement System.
- e. Automobile -- The Superintendent elects to use his personal vehicle and shall be provided a monthly automobile allowance of \$250.00 as additional taxable income during the term of this Contract for travel within the District. The Superintendent will be eligible for mileage reimbursement at the IRS rate for travel outside the District as provided for by District policy.
- f. Vacation -- The Superintendent is entitled to fifteen (15) days of paid vacation time during each fiscal year of the Contract term. Unused vacation leave may be accumulated up to 35 days during the term of this Contract. No payment shall be made for unused vacation days.
- g. Sick Leave -- The Superintendent may transfer up to sixty (60) days of certified unused sick leave from the school district which employed Superintendent the prior year. The Superintendent is entitled to twelve (12) days of sick leave annually, which shall be cumulative from year to year. Appropriate personnel of the District shall keep accurate records of the Superintendent's accumulated sick leave. The Superintendent's total accumulated sick leave shall not exceed the maximum days provided for by District policy during the term of this Contract -- or any succeeding contract.

h. Holidays and Other Benefits -- The District agrees that the Superintendent shall be paid for all holidays which are observed by other 12-month employees and shall be entitled to receive all benefits (including, but not limited to, personal business leave and emergency leave) provided under Board policy for all 12-month employees, unless specifically addressed herein.

i. Evaluations -- The Board of Education of the District shall evaluate and assess, in writing, the performance of the Superintendent at least once each fiscal year during the term of this Contract. The Superintendent shall provide each Board Member with an evaluation form by DECEMBER 15TH of each fiscal year. The Superintendent's evaluation shall be based on the duties identified in the Superintendent's job description, Board policy and the accomplishment of any negotiated Superintendent's performance objectives for the current Contract year.

j. Medical, Health, Hospitalization and Life Insurance -- The District agrees to pay the premiums for Health Choice High for the Superintendent's individual medical, health and hospitalization coverage including Health Choice Dental and VSP (Vision Service Plan). The parties agree that any proposed change in the coverage must be approved by the Board of Education.

k. Professional Dues and Memberships -- The Board of Education believes it is in the District's interest for the Superintendent to participate actively in certain professional and community organizations, such as the American Association of School Administrators, the Cooperative Council for Oklahoma School Administration, the Association of Supervision and Curriculum

Development and the Oklahoma Association of School Business Officials. Whenever possible, the membership shall be entered in the District's name, and the Superintendent shall serve as the District's representative. If the Superintendent's employment with the District terminates for any reason, the Superintendent will resign from membership or reimburse the District for the remaining term of membership in each organization. For professional and community organizations that require individual membership, the District will reimburse the Superintendent with a taxable stipend. Pursuant to applicable federal and state tax laws, an appropriate amount will be included in the Superintendent's earnings statement (W-2 Form) representing the amounts paid by the District to the Superintendent or on the Superintendent's behalf under this provision.

l. Reimbursement of Expenses -- The Superintendent shall be entitled to reimbursement for the Superintendent's reasonable and necessary travel expenses and other necessary and appropriate expenditures on behalf of the District pursuant to Oklahoma law and Board of Education policy. The Superintendent shall provide adequate and appropriate receipts and documentation of expenses for which the Superintendent seeks reimbursement.

m. Legal Representation -- The District agrees to provide Superintendent legal representation at District expense for all actions resulting from the good faith performance of duties within the scope of the Superintendent's employment, excepting any action by the Board of Education to dismiss or nonreemploy the Superintendent.

n. Renewal of Contract -- The District agrees that the Board of Education of the District will consider the renewal of this Contract, subject to conditions and limitations currently and hereafter imposed by law.

o. Entire Contract -- This Contract expresses the entire agreement of the parties concerning the subject matter hereof and is governed by the laws of the State of Oklahoma.

p. Amendment to Contract -- This Contract may only be amended by a mutually executed written agreement which is properly approved by the Board of Education of the District pursuant to a lawfully called and conducted meeting.

q. Severability -- This Contract is subject to the conditions and limitations presently and hereafter prescribed by law. Should any provision of this Contract be declared to be unlawful by a court of competent jurisdiction, the remaining provisions of the Contract shall remain in full force and effect. This Contract can only be terminated as provided by law.

r. Obligations Beyond Term of Contract -- Nothing in this Contract shall be interpreted to create any obligation of the District beyond the term of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

District:

**INDEPENDENT SCHOOL DISTRICT NO. 1
OF LOGAN COUNTY, OKLAHOMA**

By: 
President, Board of Education

ATTEST: 
Clerk of the Board of Education

Superintendent:


DR. MICHAEL L. SIMPSON