



Oklahoma law prohibits a school district from paying any salary, benefits or other compensation to a superintendent that is not specified in the contract on file with the State Department of Education. Thus, every benefit provided to a superintendent must be specified in the contract. School districts are highly encouraged to list all benefits provided to the superintendent in the employment contract to avoid auditing problems.

OSSBA has created a sample Superintendent Contract outlining some of the more common benefits provided. Your school district's contract may provide similar benefits; however, most of the benefits are subject to negotiation between the parties. OSSBA's sample Superintendent Contract may be delineated as follows:

**Term.** In Oklahoma, school districts may contract with a superintendent for a term as mutually agreed upon but which cannot exceed three (3) years beyond the fiscal year in which the board approves and the superintendent accepts the contract. OSSBA's sample Superintendent Contract is written in such a manner that a one-year, two-year or three-year term of office may be entered into.

**Certification.** School administrators in Oklahoma are required to hold an administrator's certificate recognized by the State Board of Education. Superintendents must carry the necessary endorsement on their certificate. Accreditation standards require all districts to employ a full-time superintendent.

**Duties.** A copy of the superintendent's employment contract is required to be filed with the Oklahoma State Department of Education within fifteen (15) days of being signed. The OSSBA sample contract has provided the superintendent with the responsibility of ensuring this document is filed with the state Education Department.

**Salary.** The amount of compensation provided for salary is subject to the discretion of each individual school district.

**Fringe Benefits.** The contract should specify all fringe benefits paid to the superintendent. Oklahoma law does not prohibit a school district from providing benefits to superintendents that are not provided to teachers. However, accumulated sick leave and vacation leave benefits must be paid on the same formula used to pay all similarly situated employees. Thus, if at retirement or termination a teacher is paid \$20 per sick leave day, the superintendent would be limited to \$20 per day and could not be paid a full daily per diem.

**Surety Bond.** The superintendent shall be required to qualify for a surety bond as a prerequisite to employment, no less than one-hundred thousand (\$100,000) dollars, or an amount otherwise set by law or the state Board of Education. The school district shall pay the bond on behalf of the superintendent.

**Jurisdiction.** The laws of Oklahoma would govern any contract entered into by an Oklahoma school district.

One question that consistently arises is who is required to sign the contract on behalf of the school district. In some school districts, every member of the board signs the document; in others, the board president and clerk sign. This is an issue of local control. However, the contract is not valid unless board action is taken on the document at a lawfully convened board meeting.

OSSBA's sample Superintendent Contract does not contain any language related to the level of due process that will be afforded the superintendent, nor does it reference any specific dates for renewal or non-renewal. Whether or not your district decides to add language regarding due process procedures is discretionary.

# Jones Public Schools

## Superintendent's Contract

This Contract is made and entered into this 7 day of March, 2022, by and between Jones Public Schools, Independent School District No. I-009, Oklahoma County, Oklahoma, ("District"), and Carl Johnson("Superintendent").

Whereas, District hereby agrees to hire Superintendent to be employed as superintendent of Jones Public Schools, and Superintendent hereby agrees to accept this offer of employment;

Therefore, the parties hereby enter into this contract, subject to the following terms and conditions:

**Term.** In consideration of the premises contained herein, District hereby employs, and Superintendent hereby accepts employment as superintendent of Jones Public Schools for a term commencing 1 July, 2022, and ending on 30 June, 2024, subject to such conditions and limitations as may be prescribed by law.

**Certification.** Superintendent acknowledges that Superintendent has a valid certificate to serve as a superintendent of schools in the State of Oklahoma and agrees to keep such certificate on file in District's administrative office and maintain such certificate in good standing during the term of this contract.

**Duties.** Superintendent agrees to perform in good faith the duties required of District's superintendent of schools. Said duties shall include but not be limited to those prescribed by federal and state law, Oklahoma State Department of Education regulations, policies established by the District Board of Education, the job description of Superintendent, and all evaluation documents concerning Superintendent. Superintendent also has the responsibility to obtain all necessary training pertaining to the performance of Superintendent's duties.

Superintendent shall be required to qualify for a surety bond in the amount of \$100,000 as per 70 O.S. § 5-116a. Failure to qualify for a surety bond shall be sufficient reason to terminate Superintendent's employment in accordance with 70 O.S. § 6-101.13.

**In addition to the duties listed above, Superintendent shall have the responsibility for filing a copy of this contract, and any subsequent addenda, with the Oklahoma State Department of Education within fifteen (15) days of execution.**

**Salary.** Superintendent shall be paid the sum of One Hundred Twenty Four Thousand Three Hundred and Seventy and 03/100(dollars) (\$124,370.03) for the performance of the first year of this contract commencing on 1 July, 2020, and ending on 30 June, 2022. Superintendent will be evaluated annually by District. Any adjustment to the listed salary will be determined at that time. Any adjustments to the listed salary shall be made only upon approval by the Jones Board of Education. Any adjustments made shall be filed with the State Department of Education as an addendum to this contract. The method of payment hereunder shall be the same as is utilized by District for the compensation of its 12-month employees.

**Fringe Benefits.** In addition to the salary provided herein, Superintendent shall receive the following fringe benefits:

### **Insurance**

*Health and Hospitalization and Dental Insurance. (\$6,452.40)*

The School District shall provide the Superintendent and the Superintendent's dependents with health and hospitalization insurance coverage under the School District's group health and hospitalization insurance plan. The School District shall contribute monthly the premium for such insurance. The School District shall also provide the

Superintendent and the Superintendent's dependents with dental and vision insurance coverage under the School District's group dental insurance plan. The School District shall contribute monthly the premium for such insurance.

*NOTE: In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Superintendent's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.).*

*Life Insurance equal to that afforded to other employees.*

**Travel Expenses:** Superintendent shall be reimbursed for itemized expenses incurred in conjunction with board authorized district-related travel in accordance with the District policy for travel reimbursement.

**Vehicle Reimbursement:** Superintendent, when using the Superintendent's personal vehicle for the performance of duties as set forth herein, shall be reimbursed for expenses related to such duties at a rate in accordance with board policy. Superintendent shall be responsible for carrying the appropriate amount of auto insurance and for all maintenance work required on the vehicle.

### **Leave**

The Superintendent is entitled to vacation and sick leave afforded other twelve (12) month employees according to school district policy. The board agrees to reimburse accumulated unused vacation pay at the termination of the contract up to the limit set by district policy

**Professional Organizations:** The board desires that the Superintendent hold membership in state and national professional organizations as well as local civic organizations. Whenever possible, the membership shall be entered in the District's name, and the Superintendent shall serve as the district representative. For professional and community organizations that require individual membership, the board agrees to pay the membership dues as part of this contract; provided however, that the Superintendent must remain in good standing with these organizations. Such dues shall be reported as income to appropriate state and federal taxing authorities. The district as provided by policy shall pay expenses for the Superintendent to attend professional meetings at the local, state and national level. The Superintendent should also attend local civic functions as time permits.

### **Retirement Contributions**

For the contract term, the District agrees to pay the employer's statutory contribution to the Oklahoma Teacher Retirement System (OTRS) for the benefit of the superintendent.

**Jurisdiction and Severability.** This contract is entered into in the State of Oklahoma, and shall be performed in the State of Oklahoma. The laws of the State of Oklahoma shall govern this contract. Should any provision of this contract be found contrary to the law by a court of competent jurisdiction, all other provisions of this contract shall remain in full force and effect.

**Legal Defense.** The District agrees that it shall provide a full and complete defense of the Superintendent in his official and individual capacities, in any action or legal proceeding resulting from the good faith performance of his duties as Superintendent, so long as he was acting within the scope of his employment, provided such liability coverage is within the authority of the school board to provide under state law. Said representation shall include the payment of costs, including depositions, witness fees, filing fees, expert witness fees, transcript costs, investigation and or action. The District agrees to indemnify and hold the Superintendent harmless from any judgments brought or obtained against the Superintendent in his individual capacity, provided the claim arose while the Superintendent was acting within the scope of his employment. If the District or its counsel determines that a conflict exists and counsel cannot represent

Superintendent in said action, then the District shall be responsible for payment of all reasonable and documented attorney fees and costs incurred in behalf of the defense of the Superintendent, **except in any controversy between the board and the Superintendent.** In no event shall the District be required to defend or indemnify the Superintendent for any actions related to the dismissal or nonemployment of his/her employment with the District. In no event shall the District be required to pay any punitive damages rendered against the Superintendent. In no case will individual board members be considered personally liable for indemnifying the Superintendent against such demands.

**Legislative Action.** In the event the Oklahoma Legislature acts in a manner so as to affect this contract, all such action required by law to be a part of this contract is hereby adopted and incorporated herein.

**Termination Or Non-renewal of Contract.** This contract may be terminated or non-renewed in accordance with Oklahoma law.

Jones Public Schools,

Independent School District No. I-009

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

Jones Board of Education

ATTEST:

\_\_\_\_\_  
Board Clerk