**SAMPLE SUPERINTENDENT CONTRACT**

This Employment Contract, made and entered into this \_\_\_\_\_\_\_\_ **[day]** of \_\_\_\_\_\_\_\_\_\_\_\_ **[month]**, \_\_\_\_\_\_\_\_\_\_\_ **[year]**, between the School Board of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[District Name]** School District and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[Name]**, (Superintendent).

The above parties agree to the following:

1. **Employment and Term**. District hereby employs Superintendent, and Superintendent accepts employment upon terms and conditions set forth for a term of \_\_\_\_\_\_\_\_\_\_ **[years of contract term—no more than three]** commencing on the \_\_\_\_\_\_\_ **[day]** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[month]**, \_\_\_\_\_\_\_\_\_\_\_ **[year]** and ending on the \_\_\_\_\_\_\_\_ **[day]** of \_\_\_\_\_\_\_\_\_\_\_\_\_ [month], \_\_\_\_\_\_\_\_\_\_\_ **[year]**.

2. **Compensation**. District agrees to pay Superintendent a salary of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[amount]** per year, payable in \_\_\_\_\_\_\_\_\_\_\_ **[number]** equal monthly installments, commencing on \_\_\_\_\_\_\_\_\_ **[day]** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [month], \_\_\_\_\_\_\_\_\_\_\_\_\_ **[year]**.

3. **Sick leave**. Superintendent is entitled to \_\_\_\_\_\_\_\_\_\_\_\_ **[number]** days sick leave annually. Sick leave is cumulative to\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[number]** days.

4. **Vacation**. Superintendent shall receive \_\_\_\_\_\_\_\_\_\_\_\_\_ **[number]** days of vacation annually, exclusive of legal school holidays. **[Vacation days are not cumulative. Days** **not used are lost.]**

5. **Other benefits. [if any, other benefits may include health insurance, life insurance, professional dues, or other benefits as determined by the Board]**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**6. [Moving expenses. $\_\_\_\_\_\_\_\_\_ will be paid for moving expenses.]**

7. **Policies of the District**. Superintendent agrees to abide by and administer the policies of the District, so long as those policies do not conflict with state or federal law.

8. **Evaluation**. The District shall evaluate the Superintendent in accordance with the provisions of the North Dakota Century Code.

9. **Termination**. This Employment Contract may be terminated by mutual agreement of the parties. Procedures for nonrenewal, discharge, and resignation will follow the applicable provisions of the North Dakota Century Code.

10. **Savings Clause**. If any portion of this contract is determined to be invalid or unenforceable, the remainder of the contact shall not be affected and shall remain in force.

11. **Deadline for Acceptance**. This contract must be signed and returned to the business manager by 5:00 p.m. on \_\_\_\_\_\_\_\_\_\_\_\_ **[day]** of \_\_\_\_\_\_\_\_\_\_\_ **[month]**, \_\_\_\_\_\_\_\_\_ **[year]**, or it will be deemed rejected.

12. Entire Agreement. This contract contains the entire agreement of the parties. It may be amended only by written agreement signed by the parties.

In witness whereof, District has caused this Employment Contract to be approved by its

School Board and executed on its behalf by a duly authorized officer, and Superintendent has approved this Employment Contract the year and date first written above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President **[District Name]** School District Superintendent

**ATTEST**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Manager

**Complete during year two of contract (if term of original contract is two-three years):**

The Board reaffirmed this contract on \_\_\_\_\_\_\_\_\_ **[day]** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[month]**, \_\_\_\_\_\_\_\_\_\_\_\_ **[year] [with the following amendments {list any changes to compensation and benefits}]**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Deadline for Acceptance**. This contract must be signed and returned to the business manager by 5:00 p.m. on \_\_\_\_\_\_\_\_\_\_\_\_ **[day]** of \_\_\_\_\_\_\_\_\_\_\_ **[month]**, \_\_\_\_\_\_\_\_\_ **[year]**, or it will be deemed rejected.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President **[District Name]** School District Superintendent

**ATTEST**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Business Manager

**Complete during year three of contract (if term of original contract is three years):**

The Board reaffirmed this contract on \_\_\_\_\_\_\_\_\_ **[day]** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[month]**, \_\_\_\_\_\_\_\_\_\_\_\_ **[year] [with the following amendments {list any changes to compensation and benefits}]**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Deadline for Acceptance**. This contract must be signed and returned to the business manager by 5:00 p.m. on \_\_\_\_\_\_\_\_\_\_\_\_ **[day]** of \_\_\_\_\_\_\_\_\_\_\_ **[month]**, \_\_\_\_\_\_\_\_\_ **[year]**, or it will be deemed rejected.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President **[District Name]** School District Superintendent

**ATTEST**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Manager