

## Superintendent's Contract of Employment

This contract is made by and between the Board of Education of Litchfield Public School, Sherman County School District 15, hereinafter referred to as "the board" or "District," and Matthew Drew, hereinafter referred to as "the Superintendent."

**Witnesseth:** That in accordance with action taken by the board as recorded in the minutes of the Board meeting held on the 14th day of February, 2022, the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions:

**Section 1 Term of Contract.** This Contract is for a term of two (2) year, beginning on the 1st day of July, 2022 ("commencement date"), and ending on the 30th day of June, 2024 ("termination date"). A "Contract Year" for purposes of this Contract shall be from July 1st to June 30th and each day of a Contract year is deemed a "Contract day." If the Board does not inform the Superintendent in writing on or before January 30<sup>th</sup> of any Contract Year of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of one year from and after the termination date provided above. The Superintendent shall remind the Board in writing of this provision no later than its regular December meeting of each year of this contract and should make the renewal of his/her employment contract an agenda item for the regular January board meeting during each year of this contract. For this Contract and at the time of each contract renewal and/or amendment, the Superintendent shall be responsible for (a) making sure the Board evaluates the Superintendent in compliance with all the relevant statutory requirements, and (b) taking all necessary steps to insure that the District has complied with the Superintendent Pay Transparency Act.

**Section 2. Compensation.** The base annual salary for full time employment for the 2022-2024 Contract Years shall be: (\$115,000). Said annual salary shall be paid in twelve equal installments in accordance with the policy of the Board governing payment of professional staff employees of the District.

In the event that the Superintendent is elected to or assigned any other office or offices by the Board, or positions or responsibilities in connection with the District, the Superintendent shall perform such duties without remuneration other than that as provided in this Contract.

This Contract shall conform to the regulations governing deductions with reference to Tax Withholdings, Social Security and Medicare, and the School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this Contract.

**Section 3. Additional Benefits.** The Superintendent shall receive the following additional benefits:

- The District shall provide school district group health insurance coverage for the Superintendent which will include employee and spouse coverage paid in full by the District.
- The District will provide Long Term Disability Benefit Coverage for the Superintendent.
- When the Superintendent shall use his own vehicle to attend meetings and/or District responsibilities, he shall be reimbursed for mileage at the state mileage reimbursement rate. The Superintendent will submit that mileage on a monthly basis and/or as otherwise required by law.

**Section 4. Professional Status.** The Superintendent hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided

superintendent membership dues in the local, state and national organizations.

**Section 11. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by him carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

**Section 12. No Penalty for Release or Resignation.** There shall be no penalty for release or resignation by the Superintendent from the Contract provided, no resignation shall become effective until the expiration of the Contract unless accepted by the Board and the Board shall fix the time at which the resignation shall take effect.

**Section 13. Compensation Upon Termination/Cancellation.** Upon lawful termination/cancellation of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination/cancellation bears to twelve months in the annual salary period of the Contract Year.

**Section 14. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

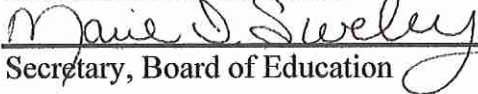
**Section 15. Amendments to be in Writing.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

**Section 16. Severability.** If any portion of the Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the board this 14th day of February, 2022

Litchfield Public Schools

  
Secretary, Board of Education

Litchfield Public Schools

  
President, Board of Education

Executed by the Superintendent this 14th day of February, 2022

  
Superintendent