### Sample Superintendent Contract

This Employment Contract, made and entered into this day of , , between the School Board, hereinafter called “DISTRICT,” and , hereinafter called “SUPERINTENDENT.”

WHEREAS, DISTRICT desires to employ SUPERINTENDENT as the chief administrative officer, and SUPERINTENDENT desires to be employed as the chief administrative officer;

NOW, THEREFORE, parties agree as follows:

1. **Employment and Term**. DISTRICT hereby employs SUPERINTENDENT, and SUPERINTENDENT hereby accepts employment upon the terms and conditions hereinafter set forth for the term of year(s) commencing on the day of , , and ending on the day of , .
2. **Compensation.** DISTRICT shall pay SUPERINTENDENT a salary of

$ per year, payable in equal installments, commencing on , , and continuing thereafter during the term of the employment contract.

1. **Sick Leave.** SUPERINTENDENT shall be entitled to days of sick leave annually. Sick leave is cumulative to days.
2. **Vacation.**  SUPERINTENDENT shall receive days of vacation annually, exclusive of legal school holidays. days of vacation may be carried over annually.
3. **Other Benefits.** [e.g., NDCEL Dues, National Dues. (Single) (Single Plus Dependents) (Family) Medical Policy. Employer Portion ( percent) of ND Teachers’ Fund for Retirement]
4. **[Moving Expenses.** $ will be provided for moving expenses.]
5. **Policies of the DISTRICT.** The SUPERINTENDENT agrees to abide by and administer policies of the DISTRICT so long as those policies do not conflict with state or federal law.
6. **Evaluation.** SUPERINTENDENT shall be evaluated according to the job description which has been adopted by the DISTRICT and which is made a part of this contract, following provisions of NDCC 15.1-14-03.
7. **Termination of Employment Contract.** 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.
8. **Savings Clause.** If any portion of this contract is determined to be invalid or unenforceable, the remainder of the contract shall not be affected and shall remain in force.
9. **Deadline for Acceptance.** This contract must be signed and returned to the business manager by **[time]** on the day of , or it will be deemed rejected.
10. **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 the Employment Contract to be approved by its Board and executed on its behalf by a duly authorized officer, and SUPERINTENDENT has approved the Employment Contract the year and date first written above.

School Board President Superintendent

ATTEST:

Business Manager