

## SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made and entered into as of the 21 day of January, 2020, by and between **INDEPENDENT SCHOOL DISTRICT NO. 20 OF MUSKOGEE COUNTY, OKLAHOMA**, a political subdivision (the "District"), and **DR. JAROD MENDENHALL** (the "Superintendent").

### RECITALS:

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.

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:

The Term of the Contract -- The District agrees to employ the Superintendent as its superintendent of schools for the period from **July 1, 2020, to June 30, 2023**. The Superintendent accepts such employment and agrees to serve as the District's superintendent of schools for the contract term.

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. 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.

Base Salary Compensation -- For the Superintendent's annual services to be rendered under the contract, the District agrees to pay the Superintendent the sum of **ONE HUNDRED SIXTY TWO THOUSAND DOLLARS (\$162,000.00)** per fiscal year. The Superintendent's salary shall be paid in twelve (12) monthly installments in the same manner as salary payments for the District's other twelve-month employees and subject to all lawful withholding.

Doctorate Stipend -- During each fiscal year of the contract term, the District agrees to pay the Superintendent the sum of **FIVE THOUSAND DOLLARS (\$5,000.00)** for the holding of a Doctorate Degree in Education. This stipend shall be paid in twelve (12) monthly installments in the same manner as his salary and subject to all lawful withholdings.

Automobile Allowance -- The District agrees to furnish and annually pay, on a fiscal year basis, the cost of operating and insuring an automobile for use by the Superintendent in connection with the performance of his duties hereunder. The year, make and model of such automobile shall be mutually agreed to by the District and the Superintendent.

Cell Phone Stipend -- During each fiscal year of the contract term, the District agrees to pay the Superintendent the sum of **THREE THOUSAND SIX HUNDRED DOLLARS (\$3,600.00)** as a cell phone stipend. This stipend shall be paid in twelve (12) monthly installments in the same manner as his salary and subject to all lawful withholdings.

Vacation -- The Superintendent is entitled to **TWENTY FIVE (25)** days of vacation time during each fiscal year of the contract term. Vacation shall not be cumulative from one fiscal year to a subsequent fiscal year. The District shall pay the Superintendent for any unused vacation days at the end of the fiscal year, not to exceed ten (10) days.

Sick and Other Leave -- The Superintendent's sick leave shall accumulate in accordance with Oklahoma law. 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 number of days of sick leave as other employees of the District are allowed to accumulate. Other leave available to other employees of the District shall also be available to the Superintendent, including, but not limited to, personal leave and bereavement leave.

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

Evaluations -- The Board of Education of the District shall evaluate and assess, in writing, the performance of the Superintendent at least once a fiscal year during the term of this contract. The Superintendent shall provide each board member with an evaluation form and such evaluation shall occur on or before January 15 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.

11. Annuity Payment -- On July 1 of each fiscal year of the contract term, the District agrees to pay for the benefit of the Superintendent the sum of Fifteen Thousand Dollars (\$15,000.00) to be applied towards an annuity owned by the Superintendent.

12. Medical, Health and Hospitalization Insurance -- The District agrees to pay for the Superintendent's medical, health and hospitalization insurance premiums in the same amount as is paid for all other twelve-month employees. Premium payments shall be made to the health insurance plan of the Superintendent's choice from the list of plans approved by the District. In addition, the District agrees to pay for the Superintendent's dependents' medical, health and hospitalization insurance premiums.

13. Professional Dues and Memberships -- The Board of Education believes it is in the School 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 School District's name, and the Superintendent shall serve as the District's representative, and if the Superintendent's employment with the District terminates for any reason, he or she 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 his behalf under this provision.

14. Retirement Benefits -- For the contract term, the District agrees to pay the Superintendent's statutory contributions to the Teacher's Retirement Fund in addition to the District's statutory contribution to the Teacher's Retirement Fund.

15. Reimbursement of Expenses -- The Superintendent shall be entitled to reimbursement for his 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 he seeks reimbursement.

16. 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.

17. Compensation and Benefits for Second and Third Contract Term Years -- The District's Board of Education and the Superintendent will negotiate the Superintendent's compensation and benefits for the second and third years of the contract term during the Superintendent's evaluation sessions. The Superintendent's compensation and benefits for the second contract term year will not be less than the Superintendent's compensation and benefits for the first contract term year. Superintendent's compensation and benefits for the third contract term year will not be less than the Superintendent's compensation and benefits during the second contract term year.

If negotiations fail to achieve a mutually satisfactory agreement for the Superintendent's compensation and benefits by January 31, 2021, as to the second contract term year, and by January 31, 2022, as to the third contract term year, the Superintendent, at his option, may either (i) continue his employment for the next

contract term year on the basis of his then compensation and benefits or (ii) resign effective at the end of the then current contract term year.

18. Termination -- This contract may be terminated as provided by Oklahoma law.

19. Entire Contract -- This contract expresses the entire agreement of the parties concerning the subject matter hereof.

20. 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.

21. Severability -- This contract is subject to the conditions and limitations presently and hereafter prescribed by law. Should any provision or provisions 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.

22. 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.

OKLAHOMA


INDEPENDENT SCHOOL DISTRICT NO.  
20 OF MUSKOGEE COUNTY,

("District")

ATTEST:

By:   
Clerk of the Board  
of Education

By:   
President of the Board  
of Education

  
DR. JAROD MENDENHALL  
("Superintendent")