

AZTEC MUNICIPAL SCHOOL DISTRICT #2
1118 West Aztec Boulevard
Aztec, New Mexico 87410

SUPERINTENDENT CONTRACT
2020 –2023

THIS CONTRACT, entered into this **17th day of December 2019**, between the Board of Education, hereinafter called the “Board,” of the Aztec, New Mexico School District, hereinafter called the “District” and Kirk M. Carpenter, hereinafter called “Superintendent.”

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the District including, but not limited to, those duties required by the rules and regulations of the state and the local board. He will act as an advisor to the Board on matters pertaining to school administration or the district, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the District.

2. TERM

The Board agrees to employ Kirk M. Carpenter as Superintendent of the District for the term from **July 1, 2020** to and including **June 30, 2023**. The Board shall review this contract with the Superintendent annually, and shall, on or before December 18th of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If the Board takes no action, the contract shall be deemed to have been extended for an additional year.

3. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

4. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity.

5. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment. The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case

will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

6. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District. The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent as approved by budget.

7. PROFESSIONAL DUES

The District shall pay the association dues of the Superintendent for the American Association of School Administrators, the National School Boards Association.

8. COMPENSATION AND NOTICE

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments unless otherwise agreed to by the parties. The Superintendent's salary shall be a minimum of **\$131,411**. The Board agrees to a raise for the Superintendent to be determined during the District's budget process for the period **July 1, 2020 through June 30, 2023**. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered unless ordered by state statute.

9. FRINGE BENEFITS

The Board shall provide the Superintendent with the following benefits:

- ❑ Health, dental and vision insurance provided other administrative employees.
- ❑ Twelve leave days per year to be accumulated without limit.
- ❑ Fifteen vacation days or the number of vacation days allowed by Board Policy per year to be accumulated without limit. These shall be in addition to the holidays recognized by the District.

10. TRANSPORTATION AND CELL PHONE

The Board shall provide the Superintendent with a District vehicle for use to travel to and from work, for District business and for incidental personal use. The District will incur the cost of insurance, gasoline and all maintenance costs of said vehicle. The Board shall provide the Superintendent with a District cell phone for use on District business and for incidental personal use.

11. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board after ten days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. Further, the Superintendent will be afforded an opportunity for remediation prior to any discharge or termination proceedings.

12. RESIGNATION

The Superintendent agrees to give the Board thirty (30) calendar days written notice of intention to resign.

13. LICENSE

The Superintendent shall furnish the license required by law in the form and at the time or times provided therein.

14. REFERRAL TO THE SUPERINTENDENT

The Board agrees to refer all material criticisms, complaints and suggestions to the Superintendent in a timely manner for investigation and appropriate action.

15. SCHOOL BOARD MEETINGS AND EXECUTIVE SESSIONS

The Board will require the Superintendent, or the Superintendent's designee, to be present in all Board meetings and at all executive sessions except when (1) the Superintendent's contract is being considered by the Board, (2) the Superintendent's evaluation is being considered by the Board, or (3) the Board is resolving intra-Board conflicts.

16. REASSIGNMENT

The Superintendent shall not be reassigned to another position without the Superintendent's express consent.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

BOARD OF EDUCATION
AZTEC, NEW MEXICO

BY: _____
Roger Collins
President, Aztec Board of Education

Date of Execution

Kirk M. Carpenter
Superintendent

Date of Execution