



Show Me the Money: How to Protect Public Funds During Superintendent Contract Negotiations

CASB CONVENTION
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Roadmap

- *Board Role in Superintendent Contracting*
- *Pre-Search Considerations*
- *Contract Negotiations*
- *Contract Amendments*





Board Role in Superintendent Contract Negotiations



Applicable Law and Policy

- The board of education has the power to employ a chief executive officer to administer the affairs and the programs of the district, **pursuant to a contract.** C.R.S. § 22-32-110(1)(g).
- The holding of public office is a public trust created by the confidence that the electorate reposes in the integrity of local government officials. **A local public official shall carry out their duties for the benefit of the people of the state.** C.R.S. § 24-18-103(1).
- A local board of education is authorized to evaluate the performance of the superintendent. **The responsibility for conducting such evaluation rests exclusively with the board.** C.R.S. § 22-9-106(4)(b).



Applicable Law and Policy

- CASB Model Policy BBA - The Board is responsible for employing the staff necessary for carrying out the instructional program and establishing salaries and salary schedules and other terms and conditions of employment, as well as for personnel policies district-wide in application.
- CASB Model Policy DA - As trustee of community, state and federal funds allocated for use in local education, the Board has the responsibility to protect the funds and use them wisely.



Applicable Law and Policy

- CASB Model Policy CBD - The Board, upon the selection of a candidate or upon reappointment of the incumbent superintendent, shall endeavor to secure the dignity of position and the freedom of leadership appropriate to the responsibilities of the superintendent through an explicit contractual agreement. **Such contract shall meet the requirements of state law and shall protect the rights of both the Board and the superintendent.**
- CASB Model Policy CBD-E – model superintendent contract.



Other Considerations

- Be mindful of the democratic process and honoring the will of the voters.
- Exercise caution when contemplating action that may bind future board members to significant financial commitments.





Pre-Search Considerations



Pre-Search Considerations

- Review and update job description.
- Using updated job description, conduct market research on superintendent salaries and benefits.
 - <https://www.cde.state.co.us/cdereval/staffcurrent> (not necessarily current and does not reflect total compensation).
 - Publicly available contracts.



Pre-Search Considerations

- Prepare compensation sheet identifying range of salary and fringe benefits that will be offered to candidates.
- Reflect salary and fringe benefits in job posting.
- Include compensation and benefits questions in interview process.
- Update form of contract.
- Be mindful of total compensation (salary plus monetary value of benefits over the contract term).





Contract Negotiations



Term

- Balance superintendent retention and operational stability with flexibility if termination is in the best interest of the District.
- Single versus multi-year?
- Fixed versus rolling?
 - Be mindful of so-called “evergreen clauses”.
- TABOR compliance – legal versus practical.



Salary and Workdays

- Address salary changes over the term.
 - Annual increase?
 - Automatic or tied to budget and cost increases for other staff?
- Identify express number of workdays in the contract.



Fringe Benefits - Leave

- PTO/Vacation/Personal
 - Annual amount
 - Leave accrual v. lump sum
 - Rollover/carry forward
 - Use it or lose it v. paying out
- Sick Leave
- Other?



Fringe Benefits continued

- Insurance
 - Single versus family.
 - Direct pay or reimbursement.
 - Affordable Care Act considerations.
 - Life insurance? Long-term disability insurance?
- Transportation
 - District-provided vehicle.
 - Mileage reimbursement.
 - Stipend/allowance.



Fringe Benefits continued

- Professional Memberships
 - Colorado Association of School Executives and American Association of School Administrators are standard.
 - Local organizations (e.g. chamber of commerce or rotary club).
- Meeting attendance
 - Permitted within budget v. board consent.
- Outside activities
 - Typically requires board permission.



Fringe Benefits continued

- Moving Expenses
 - Allowance
 - Reimbursement based on submission of receipts
- Housing
 - Rent?
 - Utilities?
- Tax-sheltered annuity



Fringe Benefits continued

- Technology
 - Provide technology (iPad, smartphone, etc.)
 - Allowance/stipend.
- Reimbursement of employee-paid PERA contributions.
- Purchase of PERA service credit.
- Expense reimbursement.



“The Buyout”

- Reflected as a lump sum for unilateral termination by the board.
- Typically see 3-6 months for most school districts.
- Larger front range districts offer 12 months.
- Limited to salary, not benefits.
 - Contract should be clear on treatment of accrued but unused PTO/vacation/personal leave.
- Procedurally efficient but financially painful.
- Does not prohibit litigation.





Contract Amendments



Common Amendments

- Extend the term, including addition of evergreen clause.
- Increase salary.
- Added fringe benefits.
- Transition to retirement.
 - Be aware of critical shortage language.
 - If 110 or 140, be aware of total compensation.



Questions?





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