

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT SUPERINTENDENT CONTRACT

NOW, THEREFORE, this contract is entered into between the Cedar Rapids Community School District (hereinafter District) and Tawana Grover (hereinafter Superintendent). The purpose of this contract is for the Cedar Rapids Community School District to employ the services of Tawana Grover in the capacity of Superintendent of Schools.

It is hereby agreed, by and between the parties hereto, as follows:

1. Term:

This contract shall become effective July 1, 2023 and shall end on June 30, 2026. During the term of this contract two hundred sixty-one (261) days shall be considered days of service on which the Superintendent performs professional duties; however, the exact work schedule shall be determined by the District's Board of Directors (hereinafter Board). The Board and the Superintendent agree that if there is a need for the Superintendent's services prior to the effective date of this contract, the number of days of service, the Superintendent's compensation, reimbursement for expenses, and any other terms and conditions will be subject to the mutual agreement of the Board and the Superintendent and will be set out in a separate agreement.

2. Certification:

During the term of this contract, the Superintendent shall maintain valid and appropriate certification pursuant to the laws of the State of Iowa to act as a Superintendent of Schools.

3. Job Responsibilities:

- a. The Superintendent shall perform the duties of Superintendent of Schools and as executive officer for the District pursuant to the laws of the State of Iowa, and pursuant to the policies, rules, and regulations of the Board.
- b. The Superintendent agrees to diligently and in good faith devote the Superintendent's expertise, time, skill, and ability in carrying out the Superintendent's responsibilities under this contract.
- c. The Superintendent's job description shall be a part of this contract and the same is incorporated herein as if set out verbatim.

4. Powers and Duties:

- a. The Superintendent shall have the right and responsibility to organize, reorganize, and manage the District's staff. The Superintendent shall, to the best of the Superintendent's ability, secure capable and qualified candidates for the various positions, who may be recommended to the Board for employment.

- b. The Superintendent shall be the executive officer of the Board and accordingly shall have such powers and duties as prescribed by Iowa Code Section 279.20.

5. Board-Superintendent Communications and Working Relationships:

- a. By August 1, 2023, the Board and the Superintendent will meet to discuss and agree upon the process and procedures for how they will communicate and work together. The Board and the Superintendent shall meet annually to review the agreed upon process and procedures and will determine if any changes need to be made.
- b. The Board individually and collectively shall bring to the Superintendent any material issues, concerns, and/or suggestions for the Superintendent's study and review.

6. Salary:

- a. In consideration for services, the Superintendent shall be paid an annual salary of three hundred five thousand dollars (\$305,000.00) for the first year of this contract. The Superintendent's salary shall be renegotiated for the succeeding years of this contract, on or before June 30 of each year or by a date mutually agreed upon by the parties, provided that the salary the Superintendent shall receive in any subsequent years of this contract shall not be less than the annual salary paid to the Superintendent in the preceding year.
- b. The Superintendent's salary shall be paid in equal installments in accordance with the procedure governing payment of the other administrative staff members in the District.
- c. Deductions for absences for which pay is not allowed shall be made in an amount equal to the pay for one day of service for each day of absence.

7. Benefits:

For each year of this contract, the Superintendent shall receive the following benefits and/or the District shall pay the following:

- a. Thirty-three (33) days of paid time off (PTO), the time of which shall be mutually agreed upon by the Superintendent and the Board. The Superintendent may carry over up to ten (10) days of PTO from one contract year to the next. Accrued, unused PTO may be accumulated up to forty-three (43) days. The Superintendent may choose to be paid for up to ten (10) days of accrued, unused PTO per year at the Superintendent's discretion at the Superintendent's current per diem rate of pay. Upon termination, the Superintendent shall be compensated for unused PTO minus any carry over amount from the previous year.

- b. Sixteen (16) days of leave without loss of pay for personal/family illness or disability, childbirth, and illness or disability associated with pregnancy. Accrued, unused personal/family illness or disability leave may be accumulated to two hundred sixty (260) days.
 - c. If the Superintendent elects to participate in the District's insurance, the Superintendent shall receive six hundred eighty-five dollars (\$685.00) per month as a District contribution toward health insurance. The Superintendent shall execute an annual election form for the benefits the Superintendent wishes to select from health insurance (all options available in the District's selected health insurance plans); dental insurance (all options available in the District's selected dental insurance plans); dependent care expenses; a medical reimbursement account; and/or additional salary. Any costs of benefits selected in excess of the amounts set out above in the Superintendent's flexible spending account or the District's contribution shall be borne by the Superintendent through a salary reduction from the Superintendent's regular salary.
 - d. A five hundred thousand dollar (\$500,000.00) group term life insurance policy provided the Superintendent meets any insurability requirements of the District's term life insurance carrier and the carrier approves said amount.
 - e. A contribution to a tax-sheltered annuity program in an amount equal to ten percent (10%) of the Superintendent's contract salary plus the Superintendent's travel allowance amount which will be paid into the program on a monthly basis.
 - f. An allowance of six hundred dollars (\$600.00) per month for the use of the Superintendent's personal vehicle in the performance of the Superintendent's duties.
 - g. The Superintendent shall be provided with the technology necessary to carry out the duties and of the Superintendent, including a cellular telephone, tablet, and laptop any monthly charges associated with the technology.
 - h. Benefits consistent with the provisions of the Terms and Conditions of Employment for Members of the District's Executive Council that are not specifically addressed in this contract, including long-term disability insurance, workers compensation benefits, business travel accident insurance, legal liability insurance, bereavement leave, compensatory time, professional leaves, general leaves, personal injury, holidays, personal property loss, and communication allowance. However, both the Superintendent and the District acknowledge and agree that the Terms and Conditions of Employment for Members of the District's Executive Council are subject to change at the discretion of the Board.
8. Professional Improvement/Expenses/Dues/Civic Organizations:
- a. The Superintendent shall attend appropriate local and state professional meetings at the District's expense. The Superintendent shall file an itemized expense

statement with the Board Secretary no later than thirty (30) days after incurring said expense.

- b. The Superintendent is entitled to attend national professional meetings at the District's expense with prior approval from the Board.
- c. The District shall pay for the Superintendent's cost of membership dues in the American Association of School Administrators and the School Administrators of Iowa and any other professional memberships for the Superintendent with prior approval from the Board.
- d. The Superintendent shall receive up to two hundred dollars (\$200.00) per month as reimbursement for participation in civic organizations.

9. Performance Review:

By September 1 of each contract year, the Board and the Superintendent will meet to discuss and agree upon the standards and criteria for the Superintendent's evaluation and the evaluation instrument and process that will be used to evaluate the Superintendent. By May 1 of each contract year, the Board shall complete its annual evaluation of the Superintendent. At least thirty (30) days prior to the Board's completion of the Superintendent's annual evaluation, the Superintendent shall provide a self-appraisal of the Superintendent's performance to the Board using the agreed upon self-appraisal form and the Board shall consider the self-appraisal in conducting its evaluation.

10. Taxable Benefits:

If any employer-paid contributions to a group life, accident or health plan; any employer-paid contribution to a tax-sheltered annuity; and/or any employer-paid contribution to a deferred compensation plan become taxable to the Superintendent, then the District shall pay that portion of the Superintendent's tax obligation that is attributable to the non-exempt employer-paid benefit(s).

11. Defend, Hold Harmless, Indemnification:

- a. The District agrees 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 the Superintendent's individual capacity or in the Superintendent's official capacity as an agent and employee of the District, provided said incident or event arose while the Superintendent was acting within the scope of employment.
- b. If, in the good faith opinion of the Superintendent, a conflict exists regarding the defense of such claim between the legal position of the Superintendent and legal position of the District, the District shall indemnify the Superintendent for the cost of the Superintendent's legal defense.

- c. The District shall not, however, be required to pay any costs of any legal proceedings in the event the District and the Superintendent have adverse interests in such litigation.

12. Termination:

- a. This contract may be terminated by the Superintendent by providing notice prior to March 1 of any contract year or an alternative date mutually agreed upon by the parties in order to be guaranteed release from the remaining time on this contract.
- b. This contract may be terminated by the District pursuant to law.
- c. This contract may be terminated by mutual agreement of the District and the Superintendent.

13. Entire Agreement/Contract Changes:

- a. This contract contains the entire agreement between the Superintendent and the District.
- b. This contract may be extended or modified only in writing and pursuant to the mutual consent of all the parties hereto.

14. Savings Clause:


If, during the term of this contract, it is found that a specific clause of the contract is illegal by federal or state law, the remainder of the contract is not affected by such a ruling and shall remain in full force and effect.

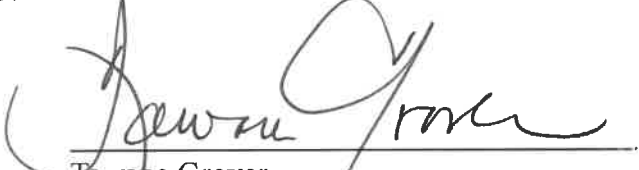
15. Contract Invalid:

This contract is invalid if the Superintendent is under contract with another Board of Directors in this or another state for the same period of time, until such contract is released or terminated by its provisions.

IN WITNESS WHEREOF, the parties being duly authorized by law, and the Superintendent, on the Superintendent's own behalf, have caused this contract to be executed, in duplicate, on the day below written.

DATED this 26th day of January 2023.


David Tominsky, Board President
Cedar Rapids Community School District


Tawana Grover
Superintendent