

SECTION C – GENERAL SCHOOL ADMINISTRATION

Section C contains policies, regulations and exhibits on school management, administrative organization and school building and department administration. It includes the administrative aspects of special programs and system wide reforms such as school or site-based management. It also contains personnel policies regarding the superintendent, senior administrators (management team and school principals).

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Primero RE-2 Board Policies Primero RE-2 School District • Weston, Colorado

CBA/CBC: Qualification/Power and Responsibilities of Superintendent (Job Description)(page 1 of 3)

Title: Superintendent of Schools

Qualifications:

1. A Colorado school administrator's certificate;
2. A Master's degree or better from an institution of higher learning accredited by the North Central Association of Secondary Schools and Colleges;
3. Fully meet the requirements of the State Department of Education;
4. Have sufficient school experience and professional training to assure competent leadership in the educational program;
5. Such alternatives to the above qualifications as the Board may find appropriate and acceptable;
6. Alternatives to the above qualifications may be made as the Board may find appropriate and acceptable.

Reports to: Board of Education

Supervises: Directly or indirectly, all employees of the district

Job Goal: To provide leadership in developing and maintaining the best possible educational programs and services.

Performance Responsibilities:

The superintendent of schools shall be responsible for the general management of the schools of the district under the requirements of the state and the policies of the Board. The superintendent shall be responsible for guiding the development of the educational objectives and programs of the school district to fulfill the educational needs of all students. The superintendent shall provide overall direction to the activities of the school district and its personnel toward the accomplishment of district goals, administer the policies of the Board, conserve the school district's assets and resources, and maintain and enhance the school district's standing in all its internal and external relationships.

The management responsibilities of the superintendent shall extend to all activities of the district, to all phases of the educational program, and to all parts of the physical plant.

CBA/CBC: Qualification/Power and Responsibilities of Superintendent (Job Description)
(page 2 of 3)

A. Operations. The superintendent shall:

1. manage the work of all personnel in planning and program development and direct the activities of the school district. The superintendent may delegate these responsibilities, together with appropriate authority, but may not delegate nor relinquish ultimate responsibility for results of any portion of the accountability;
2. manage the development of long- and short-range educational objectives for the improvement and growth of the school district and of educational activities in the school district;
3. manage the development of the overall educational process and administrative procedures and controls necessary to the implementation of educational programs for the achievement of the educational objectives of the school district;
4. manage the regular and systematic evaluation, analysis, and appraisal of the achievements of students and the performance of personnel in each of the educational programs or activities against stated objectives of the school district;
5. report to the Board the progress and status of the programs and activities of the school district;
6. inform the Board on all matters of major importance or significance to the activities, programs and progress of the school district.

B. Organization. The superintendent shall:

1. establish and maintain an administrative organization which provides for the effective management of all the essential functions of the school district;
2. recommend proposed revisions to the organization of the management structure, including the establishment or elimination or a revision of administrative positions.

C. Personnel. The superintendent shall:

1. develop and recommend policies and programs for personnel recruitment, selection and employment; employee relations; employee benefits and services; employee safety; personnel evaluation; and salary administration for the school district;
2. ensure the maintenance of an adequate staff or properly trained administrative and supervisory personnel throughout the school district;
3. recommend to the Board the selection, employment, assignment, transfer, and suspension of all personnel;
4. supervise assigned personnel and conduct periodic evaluations and appraisals of their performance;
5. recommend salary increase and salary adjustments for all personnel;

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CBA/CBC: Qualification/Power and Responsibilities of Superintendent (Job Description)
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6. develop and recommend to the Board job classifications for all new positions.

D. Finances. The superintendent shall:

1. direct the development of the annual budget of the school district;
2. review and recommend programs and supporting data for funds to be included in the annual budget of the school district;
3. provide for the overall management of the school district's financial activities and take appropriate action to ensure that expenses are kept within the approved budgetary limits of the school district;
4. assist principals and directors in maintaining economy and efficiency in the operation of their administrative units;
5. maintain an active contact and familiarization with all local, state, federal and philanthropic programs which provide or could provide financial assistance to the district.

E. Relationships. The superintendent shall:

1. act as executive officer for the Board;
2. act as professional adviser to the Board;
3. attend meetings of the Board with the right to comment on all issues;
4. prepare the agenda for all educational matters for all meetings of the Board and deliver the agenda with pertinent information on each item well in advance of the meeting;
5. participate in the affairs of local, state, and national professional organizations;
6. serve as a representative of the school system and the community at meetings on the local, state and national levels;
7. maintain a cooperative working relationship between the schools and the community and community agencies;
8. establish and maintain such other relationships within and outside the school district as required to carry out this responsibility.

Adopted: October 1998

LEGAL REF: C.R.S. 22-9-106 (4)

CBB: Recruitment of Superintendent

The appointment of a superintendent is a function of the Board. The Board shall conduct an active search to find the person it believes can most effectively translate into action the policies of the Board and the aspirations of the community and the professional staff.

The Board may seek the advice and counsel of interested individuals or of an advisory committee, or it may employ a consultant to assist in the selection. However, final selection shall rest with the Board after a thorough consideration of qualified applicants.

A vote of the majority of Board members present at a Board meeting for which due notice has been given of the intended action shall be required for the appointment of the superintendent.

Search process:

When the Board conducts a search for the position, the writing or revising of the job description, requirements for applicants, selection procedures, and applicable deadlines shall be adopted at a public meeting.

Records submitted to the district by an applicant for a superintendent position shall remain confidential until the applicant becomes a finalist for the position. If only three or fewer candidates possess the minimum qualifications for the position, said candidates are all considered finalists.

A list of all finalists being considered for the position shall be made public by the Board at least fourteen (14) days prior to appointing one of the finalists to fill the position. No offer of appointment shall be made prior to this public notice.

When an applicant becomes a finalist, all records submitted by the applicant shall be available for public inspection except that letters of reference or medical, psychological, and sociological data shall remain confidential.

Adopted: October 1998

Revised: June 2001

LEGAL REFS: C.R.S. 22-32-110 (1)(g) (*support to employ a CEO*); C.R.S. 22-44-115 (4) (*administrative contracts*); C.R.S. 24-6-402 (3.5) (*search committee duties*); C.R.S. 24-72-202 (3)(a)(XI)(A) (*inspection of public records*)

CBD: Superintendent's Contract

The superintendency is becoming more demanding as the superintendent's responsibilities become more complex. The Board realizes that it is, therefore, increasingly important to attract able persons to the superintendency by making the rewards of the position commensurate with its challenges. The Board further realizes that it is increasingly important to free the superintendent from the pressures of groups in the community by ensuring security from the threat of sudden and unjustified dismissal.

The Board, upon selection of a candidate or upon reappointment of the incumbent superintendent, shall endeavor to secure the dignity of the 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.

Adopted: October 1998

LEGAL REFS: Constitution of Colorado, Article X, Section 20 (4)(h); C.R.S. 22-9-109; C.R.S. 22-32-110 (1)(g); C.R.S. 22-44-115 (4); C.R.S. 22-63-202 (2); C.R.S. 24-72-204 (3)(a)(II)(B)

CROSS REF: [CFBA*](#), Evaluation of Evaluators

CBD-E:

Superintendent's Contract

THIS AGREEMENT is made this ___ day of _____, 20___ by and between BOARD OF EDUCATION, Primero RE-2 School District (“The Board”) and _____ (“Superintendent”), ratified by a resolution adopted at the regular or special meeting of the Board held on _____, and as found in the minutes of that meeting. The agreed upon term of this contract shall be for two years, beginning _____ and ending _____.

The Board and the Superintendent, in consideration of the promises and the covenants herein specified, agree as follows:

1. Employment

1.1 Superintendent is hereby hired and retained from July 1, 20___, as Superintendent of Schools for Primero RE-2 School District (“District”). This contract may be renewed for additional one-year term as follows: The Board will notify Superintendent by March 1 of each year if it wishes to renew this Contract for an additional one-year term. The parties will agree upon the terms of employment for the renewal term, if any, by April 1. If the Board does not wish to renew this Contract, or if no agreement is reached by April 1, this contract will expire on June 30.

2. Professional Responsibilities of Superintendent

2.1 Duties: The duties and responsibilities of Superintendent of this District shall be all those duties incident to the office of Superintendent as set forth in the job description (Board Policy CBA/CBC) if any, those obligations imposed by state and federal law, and, in addition, to serve as the executive office of the District and to perform such other duties as from time to time may be assigned to the Superintendent by the Board.

2.2 Services: This Agreement is intended by the parties to be a full-time contract, and the Superintendent will devote his attention to the functions of the Superintendent at all times during the term of this Agreement. It is not contemplated that the Superintendent will ordinarily perform services on weekends or legal holidays. However, it is intended that the Superintendent shall remain available on such days to meet the responsibilities of Superintendent on such occasions as necessary.

2.3 Relationship to Board: The Board shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study and

recommendation unless the Board determines that the welfare of the District, its students or its staff requires action inconsistent with this provision. Superintendent shall have the obligations, unless excused, to attend all board meetings and District-created citizen committee meetings, serve as an ex officio member of all Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

2.4 Outside Activities: Superintendent shall devote time, attention and energy to the business of the District. Participation in outside activities by Superintendent shall be subject to approval by the Board in its discretion where one time requirements for such activities is anticipated to be substantial (e.g., conferences of two days duration or longer). Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations only with the prior agreement of the Board.

3. **Salary**

The District shall pay Superintendent for his services a gross annual salary of \$_____, to be paid in equal monthly installments in accordance with the policy of the Board governing payment of salary or other licensed members of the professional staff. Deductions authorized by law or Board policy shall be made from the monthly installments of the salary due to Superintendent. This salary may be increased from time to time by written addendum to this Agreement signed by each of the parties hereto. It is agreed, however, that by so doing, it shall not be deemed that the Board and Superintendent have entered into a new agreement; or that the termination date of this Agreement has been in any way extended.

4. **Fringe Benefits**

Superintendent shall be entitled to all benefits applicable to 12-month administrative employees, including but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits, unless specifically modified by this Agreement as follows:

4.1 Vacation: The Superintendent shall receive 15 days of vacation annually, exclusive of regular school holidays and Saturdays and Sundays. Unused vacation may be accumulated up to 30 days. Upon termination or retirement, unused vacation time shall be forfeited, per the Superintendent desire. Vacation leave is accrued proportionately to the time of the service in any given year, but the entire yearly allowance may be utilized at any time during the year, subject to reimbursement to the District if leave is taken in excess of the proportion finally accrued.

Vacation shall be taken at such times as agreed upon by the Board Superintendent; provided, however, that the Board shall not unreasonably withhold such agreement.

4.2 Sick Leave: The Superintendent shall receive 13 sick leave days in accordance with Board Policy. All sick leave time will be converted to hours for accounting purposes. Unused sick leave may accumulate to a maximum of 90 days. All unused sick leave shall be forfeited when the Superintendent retires or is terminated.

4.3 Professional Memberships and Activities: The District shall pay membership fees for Superintendent to maintain membership in the American Association of School Administrators and the Colorado Association of School Executives. Superintendent shall be encouraged to attend appropriate profession meetings at the local, state and national levels. Within budget constraints, as approved by the Board, such costs of attendance shall be paid by the board.

4.4 Life Insurance:

4.5 Transportation: The District shall reimburse Superintendent for all business travel at the current state rate per mile when it is necessary for him to use his private vehicle.

5. **Expense Reimbursement**

The District shall reimburse Superintendent for reasonable expenses necessarily incurred when carrying out his duties hereunder, subject to submission of paid receipts.

6. Evaluation

6.1 The Board shall evaluate and assess in writing the performance of superintendent at least once during the tem of this Agreement during each school year in which this Agreement continues. This evaluation and assessment shall be based upon Superintendent's job description and upon any goals and objectives with performance standards agreed by the Board and Superintendent. This evaluation shall be completed in February of each year of this Agreement.

6.2 At the conclusion of each evaluation, the Board and Superintendent shall meet in closed executive session for the purpose of mutual evaluation of the performance of Board and Superintendent.

6.3 In the event the Board determines that the performance of Superintendent is unsatisfactory in any respect, the boar shall describe I writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas where the Board deems performance to be unsatisfactory. Superintendent shall have the right to make a written response to the evaluation, which shall be attached to the Board's written evaluation.

6.4 The parties agree that the evaluation process established by this Agreement shall not be construed to be a prerequisite to or a condition of suspension, dismissal or termination except as otherwise provided herein.

7. **Licensure/Certification**

At all times during the term of this Contract, Superintendent shall hold a Colorado Administrator's license appropriate for Superintendent of Schools. If at any time Superintendent fails to meet this requirement, this Agreement, without further action by either of the parties, shall thereupon be automatically terminated.

8. **Indemnification**

8.1 Hold Harmless: The Board agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demand, claims, suits, actions or legal proceedings brought against Superintendent), in individual capacity or in official capacity as agent and employee of the district, provided the incident giving rise to the claim arose while the Superintendent was acting in good faith and within the scope of his employment and not willfully or wantonly.

8.2 Provision of a Defense: The obligations of the District pursuant to this Section 8 shall be conditioned on (a) prompt notification to the District by Superintendent of any threatened or reasonably contemplated claim; (b) full cooperation by Superintendent with the District and legal counsel in defending the claim; and (c) Superintendent not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the Board. In the event the District has provided a defense pursuant to this Section 8 and a court or other decision-making body having jurisdiction over the matter determines that the act or omission of Superintendent did not occur during the performance of duties hereunder and within the scope of the employment or that act of omission was willful or wanton or not in good faith. Superintendent shall reimburse the District for all costs of such defense and indemnity actually incurred by the District.

8.3 Individual Liability of Board Members: In no event shall individual Board members be individually or collectively liable or responsible to Superintendent for defending or indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings.

9. **Applicable Law and Policy**

Notwithstanding and not as modification of any other specification or reference herein, this Agreement is subject to and includes all applicable laws of the federal and state governments and all duly adopted policies, rules and regulations of the district as are in effect or become in effect during the term of this Agreement; and the Board specifically reserves the right to change such policies, rules and regulations at any time without prior notice, provided the Board will give Superintendent notice of any such policy revisions as soon as practicable after such revisions are adopted by the Board.

10. Termination of Employment Contract

This agreement may be terminated

- 10.1. Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.
- 10.2. Disability of Superintendent. Should Superintendent be unable to perform the duties and obligations of this Agreement by reason of illness, accident or other cause beyond the Superintendent's control and such disability exists for a period of more than thirty (30) days after the exhaustion of accumulated sick leave days, if any, and vacation days, if any, during any school year, the Board in its discretion, may make a proportionate deduction from the salary stipulated. If such disability continues for sixty (60) days or if such disability is permanent, irreparable or of such nature as to make the performance of Superintendent's duties impossible, the Board, at its option, may terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate.

If a question exists concerning the capacity of Superintendent to return to his duties, the Board may require Superintendent to submit to a medical examination, to be performed by a medical doctor. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. If the parties are unable to mutually agree upon a physician, a physician shall be designated by the Board president. The examination shall be done at the expense of the District. The physician shall limit the report to the issue of whether the Superintendent has a continuing physical or mental disability, which prohibits the essential function of the position.
- 10.3. Discharge for Cause: Throughout the term of this Agreement, Superintendent shall be subject to discharge for good and just cause relating to Superintendent's duties, which includes, but is not limited to, the failure to comply with the terms and conditions of this Agreement. However, the Board shall not arbitrarily and capriciously call for Superintendents dismissal Superintendent shall have the right to service of written charges, notice of a hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at the meeting, said legal expenses shall be paid by Superintendent.
- 10.4. Unilateral Termination by Board. The Board may unilaterally terminate this Agreement upon payment of any salary remaining due to Superintendent under this Agreement, if there is less than one year remaining under the Agreement.
- 10.5. Death of the Superintendent. This Agreement shall automatically terminate upon death of the Superintendent.

- 10.6. Unilateral termination by Superintendent. Superintendent may, at his or her option, unilaterally terminate this agreement in the manner permitted for chief executive officers in C.R.S. 22-63-202 (2). The parties agree that C.R.S. 22-63-202 (2) and any subsequent amendments thereto are incorporated into this Agreement by reference.

Superintendent agrees to pay damages to the District and the Board agrees to collect or withhold damages from compensation due or payable to Superintendent if Superintendent has given written notice to the Board that he or she will not fulfill the obligations of this Agreement as follows:

During the academic year, at least 30 days written notice that he or she wishes to be relieved of this Agreement for the remainder of the year as a certain date; or

Prior to the commencement of the succeeding academic year, at least 30 days written notice that he or she will not fulfill the obligations of this Agreement during the succeeding academic year.

Such damages shall not exceed ordinary and necessary expenses of the Board to secure the services of a suitable replacement for Superintendent, or 1/12 of Superintendent's salary, whichever is less. Such damages shall not be withheld or payable if Superintendent has good cause for failing to provide the 30 days written notice required by this Agreement.

11. Suspension of Superintendent

The Board may, at any time, suspend Superintendent with pay and benefits and without prejudice for such purposes and period of time as the Board deems to be in the best interest of the District. In any case, Superintendent shall be notified in writing of reasons for the suspension.

12. Breach of Agreement

Failure by Superintendent to fulfill the obligations set forth in this Agreement, without just and proper cause, shall be considered to be a violation of the Administrator's Code of Ethics and may be reported by the Board to the appropriate state and national associations of school administrators and state educational authorities.

13. Notice

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Board, to:

President, Board of Education
Primero RE-2 School District
20200 State Highway 12
Weston, Colorado 81091

If to Superintendent to:

Superintendent of Schools
Primero RE-2 School District
20200 State Highway 12
Weston, Colorado 81091

14. Miscellaneous

- 14.1. This Agreement has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.
- 14.2. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.
- 14.3. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
- 14.4. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether written or oral.
- 14.5. If, during the term of this Agreement, it is found that a specific clause of this agreement is illegal under federal or state law, the remainder of this Agreement not affected by such a ruling shall remain in full force and effect.

15. Binding Effects

This Agreement is one for personal services to be provided by Superintendent to the District only and may not be assigned. Any compensation due and payable to the Superintendent under this Agreement shall be payable to his heirs and legal representatives in the event of his death.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President to be effective on the day and year first written above.

**BOARD OF EDUCATION
PRIMERO RE-2 SCHOOL DISTRICT**

By: _____
President, Board of Education

Superintendent

Date Signed

ATTEST: _____
Board Secretary

Date Signed

CBF: Superintendent's Conduct (pg 1 of 2)

The superintendent shall observe rules of conduct established in law which specify that a school employee shall not:

1. disclose or use confidential information acquired in the course of employment to further substantially personal interests;
2. accept a gift of substantial value or substantial economic benefit tantamount to a gift of substantial value which would tend to improperly influence a reasonable person in the position or which the superintendent knows or should know is primarily for the purpose of a reward for action taken in which discretionary authority was exercised;
3. engage in a substantial financial transaction for private business purposes with a person whom the supervises;
4. perform any action in which the superintendent has discretionary authority which directly and substantially confers an economic benefit on a business or other undertaking in which there is substantial financial interest or in which the superintendent is engaged as a counsel, consultant, representative or agent.

The phrase "economic benefit tantamount to a gift of substantial value" includes a loan at a rate of interest substantially lower than the prevailing commercial rate and compensation received for private services rendered at a rate substantially exceeding the fair market value.

It is permissible for the superintendent to receive:

1. an occasional non-pecuniary gift which is insignificant in value;
2. a non-pecuniary award publicly presented by a nonprofit organization in recognition of public services;
3. payment or reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which the superintendent is scheduled to participate;
4. reimbursement for or acceptance of an opportunity to participate in a social function or meeting which is not extraordinary when viewed in light of the position;
5. items of perishable or nonpermanent value including but not limited to meals, lodging, travel expenses or tickets to sporting, recreational, educational or cultural events;
6. payment for speeches, appearances or publications reported as honorariums.

It shall not be considered a breach of conduct for the superintendent to:

1. use school facilities and equipment to communicate or correspond with constituents, family members or business associates on an occasional basis;

CBD: Superintendent's Conduct (page 2 of 2)

2. accept or receive a benefit as an indirect consequence of transacting school district business.

A superintendent may request an advisory opinion from the secretary of state concerning issues relating to conduct that is proscribed by state law.

Adopted: October, 1998

LEGAL REFS: C.R.S. 18-8-308
C.R.S. 22-32-110 (1)(k)
C.R.S. 24-18-104
C.R.S. 24-18-109
C.R.S. 24-18-111

CBI: Evaluation of Superintendent (pg 1 of 2)

The Board shall institute and maintain a comprehensive program for the evaluation of the superintendent on a regular basis that is consistent with state law and agreed upon by the Board and the superintendent.

Through evaluation of the superintendent, the Board shall strive to accomplish the following:

1. clarify the superintendent's role in the school system as seen by the Board by defining objectives that will contribute to achievement of district wide goals;
2. clarify for all Board members the role of the superintendent in view of the job description and the immediate priority among responsibilities as agreed upon by the Board and the superintendent;
3. develop positive communication and harmonious working relationships between the Board and superintendent;
4. provide administrative leadership of excellence for the school system including improvement of the instructional program and implementation of curricular programs;
5. measure the superintendent's professional growth and development and level of performance.

The Board shall consult with the superintendent and the advisory school district personnel performance evaluation council when revising the process for evaluation of the superintendent.

As a precondition to the evaluation process, the Board and the superintendent shall develop a position description that sets forth expectations for the superintendent. The Board also shall have a plan setting forth goals for the district.

The evaluation of the superintendent shall be based on criteria that are determined prior to the evaluation. There shall be a clear relationship among these criteria, the position description for the superintendent, and the goals of the district.

The superintendent's performance shall be reviewed at least annually in accordance with the specified goals. Additional objectives shall be established at intervals agreed upon with the superintendent.

The evaluation process shall afford each Board member the opportunity to evaluate the performance of the superintendent on an individual basis. The evaluation document prepared by the Board shall represent a synthesis of information collected from individual Board members.

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CBI: Evaluation of Superintendent (pg 2 of 2)

The evaluation document shall be prepared in writing. The superintendent shall have an opportunity to review the document with the Board in executive session. The report shall be signed by the superintendent and the president of the Board.

The evaluation document shall contain a written improvement plan, be specific as to performance strengths and weaknesses, and specifically identify data sources and sources of information upon which the evaluation was based.

Those portions of the superintendent's written evaluation relating to the performance in fulfilling adopted district objectives, fiscal management of the district, district planning responsibilities, and supervision and evaluation of district personnel shall be available for inspection by the public during regular office hours.

Nothing in this policy shall be construed to imply in any manner the establishment of any personal rights not explicitly established by statute, Board policy or contract. All employment decisions remain within the sole and continuing discretion of the Board.

Adopted: October 1998

LEGAL REFS: C.R.S. 22-9-101 *et seq.* (*Certificated Personnel Performance Evaluation Act*)

CROSS REF: [ADA](#), School District Goals and Objectives; [BDFEA*](#), District Personnel Performance Evaluation Council; [CBA/CBC](#), Qualifications/Powers and Responsibilities of Superintendent; [CFBA*](#), Evaluation of Evaluators

CBI-R: Evaluation of Superintendent – Regulation (pg 1 of 2)

The Board of Education will serve as the evaluator for the superintendent. The process of evaluation will be used as a tool to improve communications and promote a better working relationship between the Board and the superintendent.

Because of the special nature of the relationship between the Board and the superintendent, procedures for evaluation of the superintendent are significantly different than those set out in the evaluation system for evaluation of other certificated personnel. The following procedures will be used to implement the district policy for evaluation of the superintendent.

Prior to the evaluation:

The Board and the superintendent will devise a position description that sets forth expectations for the superintendent. The Board will develop a plan that establishes goals for the district. The criteria for evaluation of the superintendent will be agreed upon in advance of the period under review by the Board and the superintendent. These criteria will relate to the position description for the superintendent and the goals of the district.

The Board and the superintendent will determine times in advance for establishing the criteria for review and discussing the performance of the superintendent in relation to these criteria.

Information collection:

Conducting an evaluation is a matter of gathering information and then interpreting and summarizing it. Each member of the Board will be afforded an opportunity in accordance with the evaluation process to evaluate the performance of the superintendent on an individual basis.

During the evaluation process, an individual Board member may base an evaluation of the superintendent on personal perceptions of the superintendent and recall of specific information. Board members also will refer to documents that have been prepared by the superintendent or the staff, letters or other forms of correspondence they have received, or reports that have been prepared about school district activities and issues.

Information will be collected from individual Board members in the manner described by the district's evaluation process. The process will provide a method for synthesizing the individual views into a collective Board position, although the range of views will be presented as a basis for discussion with the superintendent.

CBI-R: Evaluation of Superintendent – Regulation (pg 2 of 2)

The evaluation process will be based upon multiple sources of information that can be provided by members of the Board or the superintendent.

The superintendent will have an opportunity for self review in relationship to the criteria employed by the Board prior to the time that the superintendent meets with the Board to discuss the results of the evaluation.

Written evaluation report:

The evaluation process will result in a written summary of conclusions regarding the superintendent's performance based upon the information considered in relationship to the agreed-upon criteria. The report will include the following:

1. specific information about the strengths and weaknesses in the superintendent's performance;
2. documentation showing information collected from individual Board members on which the conclusions were based;
3. a written improvement plan that is specific about areas which need improvement with recommendations for improvement.

The Board and the superintendent will discuss information relating to the superintendent's performance in an executive session. A time will be designated for this purpose when all members of the Board can be present.

The evaluation report will be signed by the president of the Board and by the superintendent. The signature of any person on the report will not be construed to indicate agreement with the information contained therein. The report will be placed in the superintendent's personnel file.

The superintendent will be allowed any written comments to the evaluation report.

Any suggestions for improving the performance of the superintendent, modifying Board/superintendent relationships, and/or modifying the goals and objectives of the district will be incorporated in the documents used to initiate the next evaluation.

CC: Administrative Organization

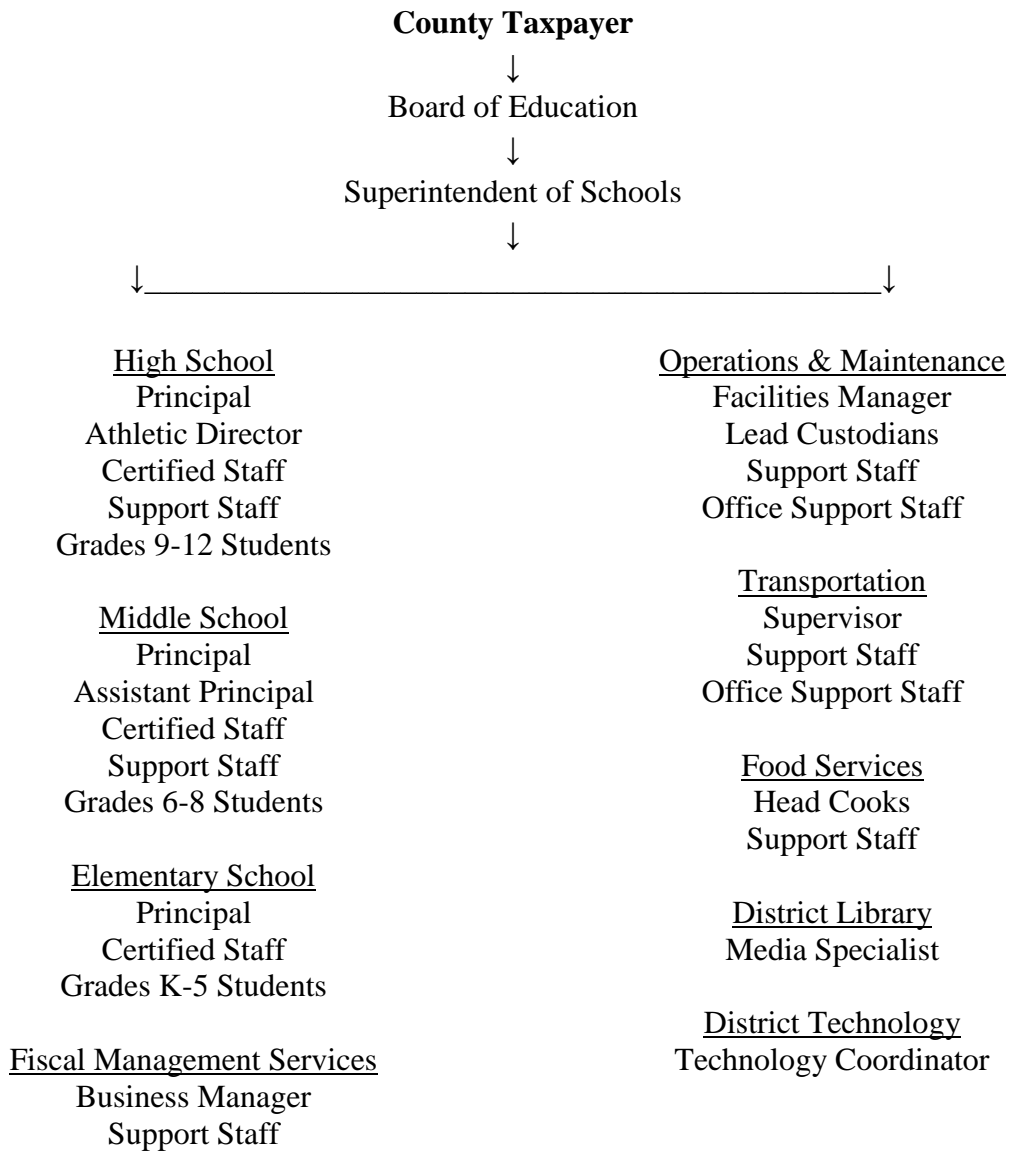
The legal authority of the Board shall be transmitted through the superintendent to the administration.

The superintendent shall have freedom to create an administrative structure in line with the needs for supervision and accountability throughout the school system in the district.

Adopted: October 1998

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CCA: Organization Chart



Adopted: October, 1998

Primero RE-2 Board Policies Primero RE-2 School District • Weston, Colorado

CF: School Building Administration

All building principals shall act as the chief administrative officers of their own buildings and grounds. They shall be responsible for and shall have authority over the actions of the students, professional and support staff members, visitors, and persons hired to perform special tasks.

Principals shall also be responsible for achieving the long- and short-range educational objectives of the school district, as those objectives pertain to students and staff in their buildings. As part of the district's standards-based education program, principals shall also be responsible for development and management of a comprehensive standards-based education program in their buildings and shall rigorously monitor and modify the program to ensure that all students meet or exceed district and state standards.

Adopted: October 1998

Revised: October 2000

LEGAL REF: C.R.S. 22-32-126 (*employment of principals*); C.R.S. 22-60.5-301, 306 (*licensure reciprocity for out-of-state applicants*); C.R.S. 22-63-103 (1.5) (*definition of administration*); C.R.S. 22-63-201 (*exception to licensure requirement*)

CFBA: Evaluation of Evaluators

Provision shall be made for periodic evaluation of evaluators of professional staff to ensure that the total process is being carried out in a fair, professional and credible manner.

All persons who evaluate professional staff members shall possess an administrative certificate or a principal or administrator license issued by the Colorado Department of Education and shall have received education and training in evaluation skills approved by the department. Issuance or renewal of certificate or license requires that the applicant has received such approved education and training in evaluation skills.

Evaluation instruments for all professional staff administrators shall include a section dealing with their evaluation skills and responsibilities. The superintendent or designee shall review all evaluations done by professional staff administrators and when necessary shall discuss them with procedure and form.

The superintendent's evaluation skills shall be part of the evaluation by the Board of Education.

As part of its ongoing review, the district personnel performance evaluation council shall seek evidence that evaluators are implementing the process in a fair, professional, and credible manner and shall report its findings and recommendations to the Board of Education.

Adopted: October 1998

LEGAL REF: C.R.S. 22-9-106 (3.3)

CROSS REF: [BDF A*](#), District Personnel Performance Evaluation Council

CH: Policy Implementation

The superintendent has responsibility for carrying out the policies established by the Board. The superintendent shall develop additional administrative regulations consistent with Board policies.

In the development of administrative regulations, the superintendent shall involve at the planning stage those who would be affected by such rules including staff members, students, parents and the public. The superintendent shall weigh with care the counsel given by representatives of staff, students and community organizations. The superintendent shall inform the Board of such counsel in presenting reports of administrative regulations and in presenting any regulations for Board approval.

The Board itself shall approve regulations when specific state or federal laws require the Board to do so or when the Board or superintendent considers such approval desirable.

The policies developed by the Board and the administrative regulations developed to implement policy are designed to increase the probability of an effective and efficient school system. Consequently, it is assumed that all district employees and students will carry them out willingly.

The superintendent will develop a method for disseminating district policies and regulations to district employees, students, parents/guardians, and members of the public who are affected by them.

Disregard for Board policy and administrative regulations by employees may be interpreted as insubordination and/or willful neglect of duty.

CHB: School Board Review of Regulations

The Board reserves the right to review regulations issued by the administration at its discretion, but it shall revise or veto such regulations only when, in the Board's judgment, they are inconsistent with policies and regulations adopted by the Board. The Board will be provided with copies of all district-wide regulations issued by the administration.

Regulations will be officially approved by the Board when this is required by state law or when strong community, staff, or student attitudes make it advisable for the regulations to have Board approval.

Before issuance, regulations shall be properly titled and coded as appropriate to the policy codification system selected by the Board.

Adopted: October 1998

CHCA: Handbooks and Directives

In order that pertinent Board policies, district regulations and/or school rules may be known by all staff members and students affected by them, district administrators and principals are granted authority to issue staff and student handbooks as found necessary and desirable.

It is essential that the contents of all handbooks conform with district-wide policies and regulations. It also is important that all handbooks bearing the name of the district or one of its schools be of a quality that reflects credit on the district. Therefore, the Board expects all handbooks to be approved by the Board and/or superintendent prior to publication.

The Board shall review and approve the district-wide personnel handbooks and the student handbooks so that the contents of both may be accorded the status of Board-approved policy and regulation. The superintendent shall use judgment as to whether other specific handbooks need Board approval. However, all handbooks published shall be made available to the Board for informational purposes.

Adopted: October 1998

CHD: Administration in the Absence of Policy

In cases when action must be taken and the Board has provided no guides in policy for such action, the superintendent shall have the power to act.

The superintendent's decisions, however, shall be subject to review by the Board at its next regular meeting. It shall be the duty of the superintendent to inform the Board promptly of such action and of the need for policy.

Adopted: October 1998