SUPERINTENDENT CONTRACT

This Contract is made and entered into this 27 day of May, 2025, by and between Westminster Public Schools, in Adams County and the State of Colorado, hereinafter referred to as "District," and Dr. Jeni Gotto, hereinafter referred to as "Dr. Gotto." The District and Dr. Gotto are collectively referred to where appropriate as the "Parties."

WHEREAS the District's Board of Education (the "Board") desires to employ Dr. Gotto as District Superintendent, pursuant to § 22-32-110(1)(g), C.R.S., and

WHEREAS, Dr. Gotto has agreed to serve as Superintendent; and

WHEREAS, the District and Dr. Gotto believe that a written Contract is necessary to describe their relationship and to serve as the basis of effective communication between them in the fulfillment of their governance and administration of the educational and operational programs of the District.

NOW, THEREFORE, the District and Dr. Gotto, in consideration of the premises and the covenants herein specified, agree as follows:

1. Term of Employment. The term of employment under this Contract shall commence on July 1, 2025(Commencement Date) and shall extend through and including June 30, 2029. No later than June 30, 2026, the Board will meet with the Superintendent to review and discuss a Contract extension. The Board represents and agrees that it has, contemporaneously with the approval of this Employment Contract, irrevocably pledged and held for payment adequate present cash reserves to pay its obligations under this Contract as provided herein in all future fiscal years during the term of this Employment Contract.

2. Duties of Superintendent. The Superintendent shall devote her full time and attention to the duties of her employment and shall perform the same to the best of her ability. The Superintendent shall perform the duties of Chief Executive Officer to administer the affairs and programs of the District in accord with the policies, rules and regulations and such position description as prescribed by the Board of Education and all applicable Colorado and federal laws and regulations, and shall assume and carry out such duties and responsibilities as are usually attendant to such position and as may be from time to time determined by the Board. The Superintendent shall comply with all directions of the Board given in its corporate capacity.

3. Salary. For the 2025-26 school year, Dr. Gotto shall be paid a salary of Two Hundred Sixty-Five Thousand dollars ($265,000). Thereafter, the Superintendent shall be paid a salary of Two Hundred Seventy-Five Thousand dollars ($275,000) annually. The Superintendent's salary may also be increased by written amendment to the Contract.

4. Benefits.

A. The benefits provided by law or District policy for certificated administrative personnel shall also be provided to Dr. Gotto unless otherwise provided herein.

B. Beginning July 1, 2025, the District shall provide Dr. Gotto with family health care coverage.

C. Beginning July 1, 2025, the District shall contribute on behalf of Dr. Gotto the employee portion of Public Employees' Retirement Association.

D. Membership dues for Dr. Gotto in appropriate professional and educational organizations which have been approved by the Board shall be paid from the Superintendent's budget.

E. The District shall pay an automobile allowance of Seven Hundred Dollars ($700) per month to the Superintendent to cover the cost, including gas costs, of the Superintendent using her own personal vehicle for visiting schools, attending meetings and conferences in connection with the Superintendent's responsibilities.

F. In addition to salary and benefits provided in this Contract, beginning July 1, 2025, the District shall pay $10,000 annually as an employer contribution to any District approved tax sheltered annuity under I.R.C. § 401k and § 457 (tax sheltered annuity) and which may be directed to such plans at the Superintendent's choice.

6. Termination of Employment Contract.

A. Mutual Agreement. This Contract may be terminated by mutual agreement of the parties at any time.

B. Termination by Board for Reasons Other than Cause. The Board may elect to terminate this Employment Contract for reasons other than cause by giving the Superintendent thirty (30) days' advance written notice of such termination. In the event of termination for reasons other than cause, the Superintendent shall be paid the balance of the salary due for the remainder of the Contract or twelve months, at the rate then in effect, whichever is less.

C. Termination by Superintendent. The Superintendent may, at her option, terminate this Contract in the manner permitted for chief executive officers in § 22-63-202(2), C.R.S. The parties agree that § 22-63-202(2), and any subsequent amendments thereto, are incorporated into the Contract by reference.

D. Discharge for Cause. The District, acting as a body through its Board, may at any time during the initial term or any extensions thereof terminate the Superintendent's Contract for good and just cause, which includes, but is not limited to, (a) a material breach of this Contract; (b) an act of dishonesty, (c) a willful or intentional refusal to obey reasonable written order of the Board of Education, (d) conviction of a felony, (e) serious misconduct materially injurious to the District or its students, (f) mental or physical disability which prevents the Superintendent from performing the essential functions of her position. In the event of a legally sufficient dismissal for cause, the Superintendent shall not be entitled to any further compensation or benefits from the District except payment for accrued vacation, unused cumulative leave and any other previously vested benefits.

5. Goals and Objectives. The Board will meet with the Superintendent at least annually to set the goals and objectives, including but not limited to financial and instructional goals and objectives, for the Superintendent. The Board shall annually evaluate and assess the performance of the Superintendent. Nothing in this Section 7 shall be deemed to create or be a prerequisite to or condition of any action that may be taken by the Board with respect to the Superintendent or the exercise of any right by either party under this Contract, including, without limitation, action regarding pay, benefits and separation from employment.

6. Suspension of the Superintendent. The Board may, at any time, suspend the 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.

7. Indemnification. To the extent allowed by law, the District shall, at the request of the Superintendent, defend, indemnify, and hold harmless the Superintendent in any legal action brought against her in her official capacity or arising out of the performance by her of her duties on behalf of the District. In no event shall individual Board members be individually or collectively liable or responsible to the Superintendent for defending her and indemnifying the Superintendent against any such demands, claims, suits, actions or legal proceedings.

8. Savings Clause. If, during the term of this Contract, it is found by a court of final jurisdiction that a specific clause of this Contract is illegal under federal or state law, the remainder of the Contract not affected by such ruling shall remain in full force and effect.

9. Nonassignment. This Contract is one for personal services to be provided by Dr. Gotto only and may not be assigned. Any compensation due and payable to Dr. Gotto under this Contract shall be payable to her heirs and legal representatives in the event of her death.

10. Colorado Law. This Contract and the rights and obligations of the parties hereto, shall be interpreted and construed in accordance with the laws of the State of Colorado.

11. Incorporation of Laws. Notwithstanding and not as modification of any other specification or reference herein, this Contract 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 Contract; and the District specifically reserves the right to change such policies, rules and regulations at any time without prior notice.

12. Previous Contracts. This Contract supersedes and replaces all previous employment contracts between the parties.

WESTMINSTER PUBLIC SCHOOLS

ATTEST

Secretary, Board of Education

By _____
President, Board of Education

Dr. Jeni Gotto