

## SUPERINTENDENT'S CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors (hereinafter called the "Board") of the DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT (hereinafter called the "District"), located in Polk and Warren Counties and IAN ROBERTS (hereinafter called "Roberts"), that the District employ Ian Roberts as Superintendent.

WITNESSETH:

1. In consideration of an annual "Base Salary" of Two Hundred and Seventy Thousand (\$270,000) to be paid in bimonthly installments on twenty-four different payment dates during the year, except as herein otherwise provided, the District agrees to employ Roberts upon the terms and conditions stated in this contract. Upon completion of the summative evaluation set forth in paragraph 3 below, the Board may increase, but not decrease, the Base Salary and benefits for the succeeding year. For such consideration, Roberts agrees to well and faithfully perform the duties of Superintendent and to serve as chief executive officer of the Board and to have such powers and duties as may be prescribed by the Board and by law.
2. The term of this contract shall commence on July 1, 2023 and shall be in effect through June 30, 2025. The parties acknowledge that the contract is subject to the provisions of Iowa Code Section 279.24. Upon receiving a favorable summative evaluation annually as set forth in Paragraph 3 below, the Board annually shall reopen the contract prior to July 1 and approve a new three-year contract to begin July 1. Each year shall include 260 days of service. Should the contract be terminated prior to the end of its term for just cause, the termination procedures provided in sections 279.24 and 279.25 shall govern the termination process.
3. On or before the first regular meeting in the month of February, the Board shall complete a summative evaluation of Roberts's performance over the previous 12 months, consider continuation of the contract for another term, and/or determine salary to be paid in the next year of employment. Evaluation of Roberts shall be based solely on criteria established by the Board and provided to Roberts. These criteria may be modified by the Board at any time during the year but any new or modified expectations of the Board will only be applied prospectively when evaluating Roberts's performance.
4. The following provisions govern the payments due to Roberts in the event Roberts's employment terminates during the term of this contract as the result of one or more of the following events:
  - a. Death. In the event of Roberts's death during the term of this Contract, Roberts shall be paid any and all salary and benefits due Roberts under this contract

through the date of his death or pursuant to any other plan, practice, policy or arrangement of the District, whichever is greater.

b. Disability. In the event of Roberts's disability, the Board may terminate Roberts's employment as allowed in Iowa Code Chapter 279 and Roberts shall be paid any and all salary and benefits due Roberts through the date of termination. In addition, Roberts may qualify for and receive disability benefits beyond the date of his termination to the extent provided in any long or short-term disability insurance provided by the District.

c. Termination by District. The District may terminate Roberts's employment only in accordance with the terms of the Contract and Iowa Code Chapter 279, including but not limited to the termination procedures provided in sections 279.24 and 279.25.

d. Termination by Roberts. Roberts may resign from and be released from this Contract on terms as may be mutually acceptable to the Superintendent and the Board, acting in good faith.

5. Roberts shall furnish throughout the life of this Contract a valid and appropriate certificate to act as superintendent in the State of Iowa as directed by the Board. Roberts shall have charge of the administration of the schools under the direction of the Board.
6. Days designated as holidays by the Board shall be regarded as days of service, subject to the rules governing the payment of such days.
7. Roberts shall receive vacation annually in accordance with the vacation procedures for twelve-month administrators, except Roberts's vacation will be accrued at twenty-five (25) days per fiscal year, of which fifteen (15) days can be carried over if unused during the fiscal year during which they accrued. Any accrued, unused vacation days may accumulate to a maximum of 50 days. In the event this contract terminates prior to its termination date, Roberts shall receive pay for vacation days accumulated and unused, up to a maximum of 50 days. In the event this contract is not renewed, Roberts shall receive pay for vacation days accumulated and unused as of the last day of the contract term, up to a maximum of 50 days.
8. Roberts shall be entitled to leaves of absence in accordance with the procedures governing leaves of absence for twelve-month administrators. Other leave, holidays, discretionary days, and early retirement shall be as provided by Board policy for other twelve-month administrators in the District or as otherwise approved by the Board.
9. Deductions for absence 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.

10. The District shall provide to Roberts payment to a tax-sheltered annuity of 14.0% of the annual salary.
11. Roberts shall be provided with the same health, life, and long-term disability insurance benefits and travel benefits provided to the District's twelve-month administrative staff.
12. The Superintendent agrees to diligently and in good faith devote his full-time expertise, skill, ability and attention in carrying out his responsibilities under this Contract. The Superintendent may, with prior approval of the Board Chair, undertake occasional consulting or speaking engagements, writing, lecturing, or other professional endeavors that do not detract from the Superintendent's ability to carry out his duties for the District.
13. The District will defend and indemnify Roberts for any and all claims or demands arising from an alleged act or omission occurring within the scope of his employment or duties and will provide liability insurance for such claims as is provided for the District's other twelve-month administrators. As provided in 670.8 of the Code of Iowa, Roberts shall cooperate in the defense of such claims or demands.
14. The District shall provide professional membership in the American Association of School Administrators (AASA) and the School Administrators of Iowa (SAI). Roberts may request that the District provide professional membership in other appropriate professional organizations, with consent of the Board Chair.
15. The District shall provide Roberts Six Hundred Dollars (\$600) per month for a car allowance/reimbursement for all in-district related travel. This payment is in lieu of mileage expense reimbursement, gasoline, insurance, or other charges associated with travel on district business.
16. The District shall provide Roberts with a cell phone and adequate data/voice plan to carry out his official duties as Superintendent and for other appropriate DMPS-business related purposes.
17. This contract may not be extended, modified or terminated except by mutual written agreement of all parties hereto.
18. This contract replaces and supersedes any and all understandings, contracts or agreements between the parties concerning the terms of Roberts's employment.
19. This contract shall be construed according to the laws of the State of Iowa.

Dated this      day May 2023.

DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT      DR. IAN ROBERTS

By \_\_\_\_\_

Teree Caldwell-Johnson  
President, Board of Directors

By \_\_\_\_\_

Dr. Ian Roberts  
Superintendent

By \_\_\_\_\_

Shashank Aurora, Board Secretary