

SUPERINTENDENT'S CONTRACT

It is agreed by and between the Board of Education of Jefferson County School District No. R-1 ("Board" or "District") and Cynthia Stevenson ("Superintendent") that the Board, pursuant to and in accordance with the authority vested in it, does hereby employ Cynthia Stevenson as its chief executive officer and superintendent of schools, under the following terms and conditions:

1. EMPLOYMENT. The District hereby employs, and the Superintendent hereby accepts employment as, Superintendent of Schools, commencing July 1, 2009 and ending June 30, 2011. The parties may negotiate an extension to this Contract; provided, however, that if the Superintendent determines she wishes to enter into such negotiations, she shall give the Board written notice on or before November 1, 2010. If, however, the Board does not provide written notice to the Superintendent on or before November 10, 2010, that it too wishes to initiate negotiations to extend the Contract, this Contract shall expire in accordance with its terms on June 30, 2011. To the extent required by applicable law, the District agrees that it will pledge irrevocably reserves of the District in an amount sufficient for the payment of any obligation under Paragraph 9.D.

2. PROFESSIONAL RESPONSIBILITIES.

A. Duties. The Superintendent shall serve as the chief executive officer of the District and shall work on behalf of, and under the leadership and direction of, the Board of Education, acting as a body. The Superintendent shall exercise vision, initiative, resourcefulness, leadership, and consideration and concern for staff, students, and parents in the exercise of the responsibilities for the general management of the District's schools. She shall provide state and national leadership to establish Jefferson County Public Schools as a premier school district. She shall guide the development of programs that will meet the educational needs of all pupils and shall provide overall direction to the activities of the District and its personnel toward the accomplishment of District goals, conservation of District assets and resources, and maintenance and enhancement of the District's standing in its internal and external relationships. The Superintendent shall be responsible for organizing, reorganizing, and arranging the administrative and supervisory staffs, subject to the Board of Education's authority for budget approval and for approval of hiring, assignment, transfers, and other employment actions; and for the selection of all personnel, subject to the approval of the Board of Education. The Superintendent shall, in general, perform all duties incidental to the office of superintendent of schools and such other duties as may be assigned by the Board of Education and shall administer the District according to the Board's policies, requirements, and directives.

B. Services. This Contract is intended by the parties to be a full-time contract, and the Superintendent will devote her attention to the functions of

superintendent at all times during the term of this Contract. It is not contemplated that the Superintendent will ordinarily perform services on weekends or legal holidays; however, it is intended that the Superintendent will remain available on such days to meet the responsibilities of superintendent of schools on such occasions as are necessary. This is an agreement for the performance of professional services as superintendent by the Superintendent, who shall not be assigned to any other position without her consent.

C. Relationship to the Board. The Board of Education, collectively and individually, shall promptly refer to the Superintendent all criticisms, complaints, and suggestions called to its attention for study and recommendation, unless the Board of Education collectively determines that the welfare of the District, its students, or its staff requires action inconsistent with this provision. The Superintendent shall have the obligation to attend all Board of Education meetings, unless excused or on leave. The Superintendent shall report to the Board of Education and the public the location and nature of all travel in which she engages outside of the Denver metropolitan area in her capacity as superintendent of schools.

D. Outside Activities. The Superintendent shall devote time, attention, and energy to the business of the District. The Superintendent shall provide reasonable advance notice to the Board of Education of her anticipated participation in outside activities anticipated to be of two days' duration or longer.

3. SALARY. The District shall pay the Superintendent for her services an annual salary of Two Hundred Five Thousand Five Hundred Dollars (\$205,500.00), to be paid in equal monthly installments, commencing July 2009, and continuing each month thereafter throughout the term of this Contract. This salary may be increased from time to time by written addendum to this Contract, signed by each of the parties. At a minimum, the Superintendent shall receive the same percentage salary increases and variable compensation as are applied generally to the salaries of administrative employees during the term of this Contract.

4. RETENTION BONUS. As further incentive for the Superintendent to serve through the term of this Contract, the Superintendent shall receive as additional salary a Retention Bonus in the amount of Ten Thousand Dollars (\$10,000.00) at the end of each year of this Contract (June 30, 2010 and June 30, 2011) completed by the Superintendent. In the event the Superintendent resigns prior to such dates, or is terminated for cause pursuant to Paragraph 9C, the Superintendent will not be entitled to the payment of any unpaid Retention Bonus. In the event the Board of Education unilaterally terminates this Contract pursuant to Paragraph 9D, the Retention Bonus for one year shall be paid in addition to any other compensation due under that Paragraph.

5. PERFORMANCE BASED SALARY PAYMENT. The Board and the Superintendent mutually endorse the concept of incentives in relation to compensation

and endorse the concept of tying performance to compensation. No later than October 15, 2009 and October 15, 2010 the Superintendent and the Board of Education will cooperatively develop a plan for performance based salary payments for the 2009-2010 school year and again for the 2010-2011 school year. The plan will provide the opportunity for the Superintendent to earn additional salary for performance of services rendered by the Superintendent of up to \$20,000.00 annually upon the determination by the Board of Education that the Superintendent has satisfactorily met or exceeded goals and objectives jointly developed by the Superintendent and the Board. The goals and objectives shall, at a minimum, address student achievement, development of District leadership, evaluation of District employees, and communication with the Board.

6. FRINGE BENEFITS. The Superintendent shall be entitled to leave and other benefits applicable to administrators on the District's administrative leadership team, including PERA (Public Employees Retirement Association), as provided by law; long-term disability insurance; medical, dental, and vision insurance; and life insurance (fifty thousand dollar (\$50,000.00) face value), under the administrator flexible benefits plan, unless modified by this Contract.

A. Vacation leave shall accrue at the rate of 16.68 hours per month. Unused vacation may be accumulated up to forty (40) days. Upon termination of this Contract, unused vacation will be compensated at the per diem salary rate then in effect. Vacation shall be taken at such times as agreed upon by the Board of Education and the Superintendent; provided, however, that the Board of Education shall not unreasonably withhold such agreement.

B. Sick leave shall accrue at the rate of eight (8) hours per month, without limit on accumulation. Compensation for unused sick leave will be in accordance with the policies applicable to administrators on the District's administrative leadership team.

C. Personal leave shall accrue at the rate of sixteen (16) hours per year, without limit on accumulation. Compensation for unused personal leave will be in accordance with the policies applicable to administrators on the District's administrative leadership team.

D. The Superintendent shall accrue professional leave at the rate of five (5) days per year. Professional leave may not be carried over to a subsequent year, nor will it be reimbursed upon termination of the employment relationship between the Superintendent and the District.

E. To facilitate the performance of the Superintendent's duties under this Contract, the District will provide the Superintendent with a cellular telephone. However, the Superintendent will pay for all monthly service fees and all air time and long distance charges in connection with the Superintendent's use

of the cellular telephone in carrying out the duties required by this Contract and the cost of all maintenance for the telephone. The Superintendent will reimburse the District for the cost of all personal long distance calls made on the District's office telephones.

F. The District will pay membership fees and dues for the Superintendent to maintain membership in appropriate professional organizations and local service clubs.

G. The District shall pay for an annual medical examination of the Superintendent. The Board of Education may request from the physician conducting the examination a statement as to the physical competency of the Superintendent, and any such report shall be treated as confidential medical information.

H. As additional compensation, the District shall reimburse the Superintendent for her personal contributions to PERA made during the term of this Contract. Such reimbursement shall be made monthly, beginning in July 2009, provided that the Superintendent has complied with the provisions of this Contract and neither the Board nor the Superintendent has initiated, or given notice of intent to initiate, the termination of this Contract under Section 10, below, prior to the end of the term of the Contract.

7. EXPENSES. The Superintendent will be personally responsible for payment of expenses incurred in the performance of her duties and responsibilities, including, by way of example, business-related travel, mileage, attendance at professional meetings and conventions within and outside of Colorado, as well as expenses incurred as the District's representative at community activities related to her duties as Superintendent. Such expenses will not be reimbursed by the School District. Upon request, the Superintendent will provide information to the Board concerning her attendance at and participation in such meetings and activities.

8. CONSULTATIVE WORK. The Superintendent may undertake consultation work, speaking engagements, writing, lecturing, and other professional activities for pay during the days allowed for vacation or professional leave or outside of normal working hours. The Superintendent may teach or serve as an adjunct professor or in some capacity at the college or university level on a part-time basis, subject to prior approval of the Board as to the time commitment. In addition, the Superintendent may, after notifying the Board of Education, accept appointments to foundations, boards, or commissions, consistent with applicable law and Board of Education policy. The times and nature of such activities shall be at the discretion of the Superintendent, but such activities shall not interfere with the Superintendent's duties, functions, and activities under this Contract. The Superintendent shall, in reasonable detail and a reasonable time

prior to undertaking such activities, regularly advise the Board of Education regarding such activities.

9. PROFESSIONAL LIABILITY.

A. Hold Harmless. The District agrees that, to the extent it can legally do so, it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demands, claims, actions, or legal proceedings brought against the Superintendent by or on behalf of the District, and any proceedings resulting in a criminal conviction against the Superintendent), in her individual capacity or in her 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 her employment and not willfully or wantonly.

B. Provision of a Defense. The obligations of the District pursuant to this Section 8 shall be conditioned upon (a) prompt notification to the District by the Superintendent of any known or threatened claim; (b) full cooperation by the Superintendent with the District and legal counsel in defending the claim; and (c) the Superintendent not compromising or settling the claim without the prior express consent of the Board of Education. 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 wrongful act or omission of the Superintendent that has resulted in her liability did not occur within the scope of her employment or that the act or omission was willful or wanton, the Superintendent shall reimburse the District for reasonable costs of such defense and any final judgment or award paid on her behalf by the District. In no event shall individual Board of Education members be individually or collectively liable or responsible to the Superintendent for defending or indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings. The provisions of this Section 8 shall survive the termination of this Contract.

10. EVALUATION. The written performance objectives developed by the Board of Education and the Superintendent, the Board of Education's executive limitations and ends policies, review of the written monitoring reports submitted by the Superintendent and her staff in accordance with the schedule determined annually by the Board, and the Superintendent's adherence to this Contract shall form the basis of the Board of Education's evaluation of the Superintendent.

A. At least quarterly, the Board of Education and the Superintendent shall meet for planning purposes and to discuss mutual concerns of the Superintendent and the Board of Education. Such discussions may result in the

development or revision of performance objectives for the Superintendent's evaluation.

B. A meeting during the fourth quarter of each year shall be devoted to a discussion and evaluation of the Superintendent's overall performance, with a written evaluation and a determination of the Superintendent's performance based salary payment to follow within thirty (30) days of the meeting.

C. At the Superintendent's or the Board's request, the meetings provided for herein shall be held in executive session.

11. TERMINATION OF EMPLOYMENT CONTRACT. This Contract may be terminated by:

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

B. Disability of Superintendent. Should the Superintendent be unable to perform the duties and obligations of this Contract, by reason of illness, accident, or disability, and such disability continues for a period of more than six (6) months beyond that time for which the Superintendent would have been entitled to take sick leave, vacation leave, or both, the Board of Education may, in its discretion, make a proportionate deduction from future salary. If such disability is of a permanent nature so as to prevent the performance of the Superintendent's duties, the Board of Education may, at its option, terminate this Contract, whereupon the respective duties, rights, and obligations of the parties shall terminate. Nothing herein shall be deemed to alter or in any way affect the rights the Superintendent may have to receive sick leave benefits and disability payments under any disability policy in force at the time the disability occurs.

If a question exists concerning the capacity of the Superintendent to return to her duties, the Board of Education may require the Superintendent to submit to a medical examination, to be performed by a medical doctor. The District and the Superintendent shall mutually agree on the physician who will conduct the examination. If the parties are unable to agree on a physician, a physician shall be designated by the Board of Education President. The examination shall be performed at the District's expense. The physician shall limit his report to the District to the issue whether the Superintendent has a continuing physical or mental disability that prohibits her from performing the essential functions of the position.

C. Discharge for Cause. Throughout the term of this Contract, the Superintendent shall be subject to discharge for good and just cause, including, but not limited to, a material breach of this Contract; provided, however, that the Board of Education shall not arbitrarily or capriciously call for the

Superintendent's dismissal. In the event of a dismissal for cause, the Superintendent shall have the right to a hearing consistent with due process before the Board of Education, and at least ten (10) days' written notice of specific charges and the date, time, and place of the hearing. At any such hearing, the Superintendent shall have the right to be present and to be heard, and be represented by counsel and to present through witnesses any testimony relevant to the grounds identified by the Board for her discharge. A transcript of the record of the proceedings before the Board of Education shall be made available without charge to the Superintendent. The Board of Education may place the Superintendent on administrative leave with pay and benefits when it determines that such action is in the best interests of the District. The Superintendent's legal expenses in connection with a discharge for cause shall be paid by the Superintendent.

D. Unilateral Termination by the District. The District may unilaterally terminate this Contract upon payment of any salary, as set forth in Paragraph 3, above; benefits, as set forth in Paragraph 5I, above, and amounts to which the Superintendent is entitled for the year under the District's administrators' flexible benefit plan, remaining due to the Superintendent under this Contract, if there is less than one year remaining for the Contract term. If the period remaining in the term of the Contract exceeds one year, the District's obligation shall be limited to an amount equal to the Superintendent's current salary and benefits, as described above in this Paragraph, for one year. Within thirty (30) days of the effective date of such termination, the District shall pay to the Superintendent the amounts set forth above. In the event of the District's unilateral termination under this Paragraph, it is the intent of the District that the Superintendent begin receiving the benefits under the District's Supplemental Retirement Pension Plan, to which she would otherwise be entitled, in the fiscal year following the effective date of the termination; therefore, if the District notifies the Superintendent of the unilateral termination after the application date set forth in District policy and/or the effective date of such termination does not coincide with the retirement date set forth in District policy, the Superintendent shall nonetheless be eligible to begin receiving benefits under the Plan as if application had been timely made during the year in which the unilateral termination is effective.

E. Death of the Superintendent. This Contract shall terminate automatically upon the death of the Superintendent.

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

12. 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 the ruling shall remain in full force and effect.

13. BINDING EFFECT. This Contract is one for personal services to be provided by the Superintendent only and may not be assigned. Any compensation due and payable to the Superintendent shall be payable to her heirs and legal representatives in the event of her death.

14. EFFECTIVE DATE. This Contract is effective beginning July 1, 2009.

JEFFERSON COUNTY SCHOOL DISTRICT
NO. R-1

By: _____
Scott D. Benefield
President, Board of Education

ATTEST:

Susan A. Marinelli
Secretary, Board of Education

Cynthia Stevenson, Superintendent of Schools

Approved as to form and content:

School Attorney