

SUPERINTENDENT CONTRACT

This Contract is made and entered into effective the 24th day of February, 2016, by and between Roaring Fork School District RE-1, in the County of Garfield and the State of Colorado, hereinafter referred to as "District," and Robert Stein, hereinafter referred to as "Superintendent." The District and the Superintendent are collectively referred to where appropriate as the "Parties."

WHEREAS, the District and the Superintendent 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 the Superintendent, in consideration of the premises and the covenants herein specified, agree as follows:

1. TERM.

A. Length. The District hereby employs and the Superintendent hereby accepts employment as Superintendent of Schools for a term commencing **July 1, 2016**, and ending **June 30, 2020** (the "Term"). This Contract shall be deemed to be renewed for one additional year following its initial Term or any extension to that Term if written notification to the contrary is not given by the Board of Directors to the Superintendent on or before April 1 in the final year of this Contract or of any extension hereof; provided, however, such renewal shall not occur if the Superintendent fails to timely place the matter on an agenda for action by the Board of Education.

B. Appropriations. Those portions of the term of this Contract falling in subsequent fiscal years, and for which there are not present cash reserves pledged irrevocably for purposes of payment of the obligations of this Contract, shall be contingent upon future appropriation by the Board of Education of sufficient funds for purposes of payment of the obligations of this Contract for any such future fiscal year. In the event such appropriation is not made in any fiscal year, this Contract shall thereupon terminate and each party shall be released from its obligations hereunder. The foregoing notwithstanding, the District and the Superintendent intend that the Term shall be as expressed in paragraph 1.A., above. Consequently, the District agrees that in the event that it does not budget and appropriate funds sufficient to meet its obligations hereunder for the Term and any extension of the Term, that any such failure shall constitute a termination of Superintendent "Not for Cause" as that term is defined below and in such an event, the Superintendent shall be entitled to six (6) months' salary as defined herein and other pay as provided for in paragraph 9. D., which salary and pay the Parties agree is a current obligation of the District as of the date of execution of this Contract and for which the District will budget and appropriate sufficient funds therefor.

2. LICENSURE. Except as set forth in this paragraph or unless otherwise agreed upon in writing by the Parties, at all times during the Term of this Contract, the Superintendent shall hold a Colorado certificate or license with an endorsement appropriate for a superintendent of schools.

Except as set forth herein, if at any time the Superintendent fails to meet these requirements, this Contract, without further action by either of the Parties, shall thereupon be automatically terminated for Cause as defined herein.

3. PROFESSIONAL RESPONSIBILITIES OF SUPERINTENDENT.

The Superintendent shall perform the usual and necessary duties and tasks of the chief executive officer of a school district, subject to the direction and control of the Board of Education of the District. Without limiting the generality of the preceding, such duties and tasks shall include the following matters:

A. Duties. Superintendent shall have charge of the administration of the schools under the direction of the Board of Education and shall administer the District according to Board of Education policy and the requirements, directives, regulations and guidelines of the Board of Education. The Superintendent shall comply with the requirements and directions of the Board of Education even though such may not have been formally adopted by the Board of Education. He shall be the chief executive officer of the District; shall assign and direct teachers and other employees of the District under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Board of Education; shall timely suggest regulations, rules and procedures deemed necessary for best operations of the District; and shall, in general, perform all duties incident to the office of superintendent of schools and such other duties as may be prescribed by the Board of Education.

B. Services. This Contract is intended by the parties to be a full-time contract and the Superintendent shall devote 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 shall remain available on such days to meet the responsibilities of a superintendent of schools on such occasions as are necessary. Subject to the preceding, the Superintendent shall be responsible for 252 duty days to be scheduled in accordance with the District calendar and the needs of the District.

C. Relationship to Board of Education. The Board of Education shall generally refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation unless the Board of Education determines that the welfare of the District, its students or its staff requires action inconsistent with this provision. The Superintendent shall have the obligation, unless excused, to attend all meetings of the Board of Education and District-created citizen committee meetings, serve as an ex-officio member of all committees of the Board of Education, and provide administrative recommendations on each item of business considered by each of these groups. The Board of Education shall have the option to meet without the Superintendent present.

D. Outside Activities. The Superintendent shall devote time, attention and energy to the business of the District. Participation in outside activities by the Superintendent except as set forth below shall be subject to approval by the Board of Education in its reasonable discretion where the time requirements for such activities is anticipated to be substantial (*e.g.*, conferences which require the Superintendent's absence from the District for two or more regular business days). The foregoing notwithstanding, it shall not be a violation of this Contract for the Superintendent to, without the permission of the Board of Education, (1) serve on non-profit boards or to provide voluntary services to other organizations or (2) engage in teaching or facilitation activities at the University of Colorado or such other institutions of higher learning.

E. 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.

4. SALARY. The District shall pay the Superintendent for his services at a rate based on an annual amount of **\$160,000**. Salary shall be paid in equal monthly installments on or about the **28th** day of each month during the Term or any extension of the Term. This salary may be increased from time to time by written addendum to this Contract signed by each of the Parties hereto. Deductions authorized by law or District policy may be made by the District from the monthly installments of the salary due to the Superintendent. Unless otherwise amended by the Parties, Superintendent's salary shall be subject to the same cost of living adjustment as may be approved from time to time by the Board of Education for all District employees.

5. FRINGE BENEFITS. The Superintendent shall be entitled to vacation and benefits as follows:

A. The Superintendent shall receive **20** days of vacation annually, exclusive of regular school holidays and Saturdays and Sundays. Upon termination, **a maximum of 40** days of unused vacation will be compensated at the per diem salary rate then in effect. Vacation leave is accrued proportionately to the time of 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 of Education and the Superintendent; provided, however, that the Board of Education shall not unreasonably withhold such agreement.

B. The Superintendent shall receive 3 personal leave days annually, and shall accrue 0.75 days of sick leave each month. Upon termination of employment, a maximum of 99 days of the unused sick leave shall be compensated at the rate of \$60 per day or such other amount as may be prescribed by applicable District Policy in effect at that time. Sick

leave is accrued proportionately to the time of 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.

C. The Superintendent shall be eligible to participate in the District's Early Retirement Program.

D. If funds are available, the District shall pay membership fees for the Superintendent to maintain membership in the education-related organization of his choice.

E. The District shall reimburse the Superintendent **\$300** per month for in-district mileage necessarily incurred by the Superintendent in carrying out his duties hereunder.

F. The District shall provide a stipend of **\$100** per month for cell phone usage. The Superintendent shall be responsible for purchasing the phone and appropriate plan.

G. The Superintendent shall be provided the same dental, health, and insurance coverage under the policies carried or sponsored by the District as is made available to other twelve month administrative employees of the District.

H. The Superintendent shall generally be entitled to other benefits, not addressed herein, applicable to twelve month administrative employees.

6. PROFESSIONAL LIABILITY.

A. Hold Harmless. The District agrees that, to the fullest extent it can legally do so, it shall assert governmental immunity on behalf of and 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 demand, claims, suits, actions, or legal proceedings brought against the Superintendent by or on behalf of the District, and any criminal proceedings brought against the Superintendent), in his individual capacity or in his official capacity as agent and employee of the District, provided the incident giving rise to the claim arose while the Superintendent was acting within the scope of his employment and not willfully or wantonly.

B. Provision of a Defense. The obligations of the District pursuant to this Section 6 shall be conditioned on (a) prompt notification to the District by the Superintendent of any threatened or reasonably contemplated claim; (b) full cooperation by the Superintendent with the District and legal counsel in defending the claim; and (c) the Superintendent not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the Board of Education of the District or its legal counsel.

C. Reimbursement. In the event the District has provided a defense pursuant to this Section 6, and a court or other decision-making body having jurisdiction over the matter determines that the act or omission of the Superintendent did not occur within the scope of his employment and that the act or omission was willful or wanton, the Superintendent shall reimburse the District for all costs of such defense and indemnity actually incurred by the District.

D. No Individual Liability. In no event shall Board of Education members be individually or collectively personally liable or responsible to the Superintendent for defending or indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

7. **GOALS AND OBJECTIVES**. On or prior to October 1 of each year during the Term of this Contract, the Board of Education and the Superintendent shall meet to establish and agree upon reasonable Superintendent goals and objectives for the school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as herein provided. The Superintendent shall timely initiate the goal and objective setting process required by this section.

8. **EVALUATION**. The Board of Education shall evaluate annually and assess in writing the performance of the Superintendent during the Term of this Contract pursuant to the District evaluation procedures and state law. Nothing in this evaluation section or its implementation shall be deemed to create or to be a prerequisite to or condition of dismissal, termination or other personnel actions as otherwise provided herein.

9. **TERMINATION OF EMPLOYMENT CONTRACT**. This employment Contract may be terminated by:

A. Mutual Agreement. This Contract may be terminated by a mutual, written agreement of the Parties.

B. Disability of Superintendent. The District may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available (including FMLA and accumulated vacation) and has been absent without pay from his employment for whatever cause for an additional continuous period of sixty (60) days. All obligations of the District shall cease upon such termination. If a question exists concerning the capacity of the Superintendent to return to his duties, the District 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 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 of Education president. The examination shall be done at the expense of the District. The physician shall limit his or her report to the issue of whether the Superintendent has a continuing physical or mental disability which prohibits him from

performing his duties with or without a reasonable accommodation. If the physician determines that the Superintendent can perform his duties, with or without reasonable accommodation, the District shall not have the right to terminate the Superintendent pursuant to this paragraph.

C. Discharge for Cause. Throughout the Term of this Contract, the Superintendent shall be subject to discharge for good and just cause (hereafter "Cause") as defined below: (1) the Superintendent's substantial and material failure to perform the duties provided for by this Contract and such other duties consistent with those of a Superintendent that are reasonably assigned to him by the Board of Education from time to time; (2) the Superintendent's material failure to meet the goals and satisfy the objectives contemplated by paragraph 7 of this Contract; (3) the Superintendent's gross negligence or willful or wanton misconduct in the performance of his duties hereunder; (4) the commission of any act of fraud or dishonesty by the Superintendent that is materially injurious to the District; (5) the Superintendent's conviction for, or plea of nolo contendere to a felony, or the Superintendent's conviction for, or plea of nolo contendere to a misdemeanor resulting in a jail sentence or any crime involving moral turpitude; or (6) any breach by the Superintendent of any legal or contractual duty that the Superintendent owes to the District that results in material injury to the District. If the Board of Education or the District advise the Superintendent that Cause for termination exists, the Superintendent shall have the right to service of written charges, notice of hearing and a pre-termination hearing before the Board of Education of the District at which the Superintendent shall be allowed to present evidence and argument regarding the alleged basis for the termination. The Board of Education may direct an independent and unbiased hearing officer of its choice to conduct the hearing and to make findings of fact and nonbinding recommendations to the Board of Education, which hearing officer shall be paid by the Board of Education. The Superintendent's legal expenses incurred in conjunction with such a hearing shall be paid by the Superintendent.

D. Unilateral Termination by District. The District may unilaterally terminate this Contract without cause (a termination "Not for Cause") upon payment of any salary remaining due to the Superintendent under this Contract for the academic year in which the termination is made or six months' salary as defined herein, whichever is more. Salary paid under section 9D shall be only that amount set forth in section 4 above as it may be increased by amendment from time to time, and shall not include any other benefit provided the Superintendent as a consequence of this Contract. However, Superintendent will still be allowed vacation pay out and participation in the District's early retirement program consistent with sections 5A and 5C.

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

F. Unilateral Termination by Superintendent. The Superintendent may, at his option, unilaterally terminate this Contract in the manner permitted for chief administrative officers in section 22-63-202(2), C.R.S. The parties agree that section 22-63-202(2), C.R.S., a copy of which is attached hereto, shall be a part of this Contract.

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

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

12. BINDING EFFECT. This Contract is one for personal services to be provided by Dr. Robert Stein only and may not be assigned.

13. 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.

14. TERMINATION OF CONCURRENT CONTRACTS. The Term of this Contract overlaps the terms of other contracts the Parties have executed. Accordingly, the Parties mutually agree that the January 14, 2015 *Superintendent Contract* is terminated. The *Assistant Superintendent Contract* executed by the Parties on March 11, 2015 is terminated effective June 30, 2016.

IN WITNESS WHEREOF, the District has caused this employment Contract to be approved on its behalf by a duly authorized officer of the Board of Education and the Superintendent has approved this employment Contract effective on the day and year first above written.

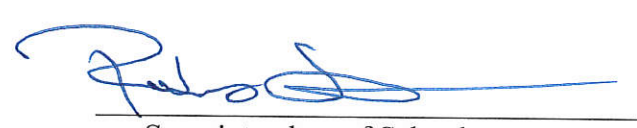
ROARING FORK SCHOOL DISTRICT RE-1
COUNTY OF GARFIELD, STATE OF COLORADO

ATTEST


Secretary, Board of Education

By


President, Board of Education


Superintendent of Schools