

## **SUPERINTENDENT CONTRACT**

THIS SUPERINTENDENT CONTRACT ("Contract") made this \_\_\_\_\_ day of May, 2025 ("Effective Date"), by and between the Board of Education ("Board") of Douglas County School District RE-1 ("District") and Erin Kane ("Superintendent").

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

### **1. Employment**

1.1 Subject to earlier termination as provided in this Contract, the Board hereby employs Superintendent as the Superintendent of Schools for the District and the Superintendent hereby accepts such employment for a term commencing on July 1, 2025, and ending on June 30, 2029.

1.2 If the Board does not notify the Superintendent in writing before March 1, 2028, and, if this Contract is extended, any subsequent March 1 during the Contract term, that this Contract will not be extended, it shall be deemed that the Board has extended this Contract for one year from the termination date set forth in Section 1.1 above, or the revised termination date if previously extended. The Superintendent shall, by certified mail to each member of the Board or, as an alternative, placement of the topic on the Board agenda, remind the Board of the existence of this automatic extension clause. Such notice shall be provided on or before February 1 of each year or placed on the agenda two meetings prior to the March 1 deadline. Failure to provide notice or meet this notice procedure shall invalidate the automatic extension clause.

1.3 The parties acknowledge that the term of this Contract extends beyond one year which makes it a multiple-fiscal year financial obligation. The Board agrees to make an irrevocable pledge of District cash reserves upon the adoption of the budget and appropriation resolution for the 2025-2026 fiscal year sufficient to fund the District's obligation under Section 10.4 of this Contract and to hold sufficient moneys in reserve for payment of such obligation under this Contract for all subsequent fiscal years in which this Contract is in effect.

1.4 Superintendent shall accept the terms of this Contract within thirty (30) days of receipt of this Contract after the Board has approved it, unless Superintendent and the Board mutually agree on an alternative deadline. If Superintendent fails to sign and return this Contract to the District by the deadline, the Board may open the position and offer a contract to another candidate.

### **2. Professional Responsibilities of Superintendent**

2.1 Duties. The duties and responsibilities of Superintendent 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, Superintendent shall serve as the executive officer of the Board and perform such other duties as from time to time may be assigned to Superintendent by the Board.

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

2.3 Relationship to Board. The Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to 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 (or delegatee) shall have the obligation, 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 are 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. This Section 2.4 shall not apply to Superintendent's attendance at professional activities in accordance with Section 4.3.

### 3. **Salary**

3.1 The District shall pay Superintendent a gross annual salary of \$305,415.00, to be paid in equal monthly installments in accordance with the policy of the Board governing payment of salary to 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. For every fiscal year that the Superintendent is employed after the 2025-2026 fiscal year, the Superintendent's salary shall be adjusted by the same increase granted, if any, to Administrator Job Classes in the District.

3.2 The salary set forth in this Section 3 is subject to unilateral adjustment by the Board if required by law or if part of a plan to reduce the salaries of all employees of the District. If the Board adjusts the Superintendent's salary in accordance with this Section 3.2, then the Board shall provide to the Superintendent written notice of the effective date and amount of the adjustment, which shall be equal to the amount of adjustment for Administrator Job Classes. If the Administrator Job Classes in the District compensation is restored, the Superintendent's compensation will be restored in a commensurate manner.

### 4. **Fringe Benefits**

Superintendent shall be entitled to all the 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 Contract as follows:

4.1 Paid Time Off. Superintendent shall receive thirty-five (35) days of paid time off (PTO) annually, exclusive of state and federal holidays that are observed by the District. PTO shall accrue proportionately to the time of service during each contract year, but the entire allowance may be used at any time during the year, subject to reimbursement to the District if leave is taken in excess of the proportion finally accrued by the date that the Contract is terminated for any reason. The Superintendent may carry over up to fifteen (15) days of PTO from year to year, up to ten (10) of which shall be paid out at the end of each fiscal year. Accrued but unused PTO in excess of the fifteen (15) carry-over days shall be forfeited at the end of each fiscal year.

4.2 Personal Leave Days. Superintendent shall receive five (5) days of personal leave per contract year. Accrued but unused personal leave shall be forfeited at the end of each contract year.

4.3 Professional Memberships and Activities. The District shall pay membership fees for Superintendent to maintain membership in the American Association of School Administrators, the Colorado Association of School Executives, and any other relevant and appropriate professional associations. The Superintendent shall be encouraged to attend appropriate professional 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 District.

4.4 Health, Dental, and Vision Insurance. Superintendent may enroll in their choice of the health, dental, and vision insurance coverage under the policies carried or sponsored by the District as provided for full-time, 12-month, administrative employees of the District and the District shall pay all the costs associated with this coverage for the Superintendent and Superintendent's family.

4.5 Tax Sheltered Annuity. The Board shall pay directly to the tax-sheltered annuity as selected by the Superintendent the annual sum of 8% of the superintendent's salary. Such payment shall be prorated for any year consisting of fewer than twelve months.

4.6 Automobile Allowance. The District shall pay the Superintendent \$666.67 per month as an automobile allowance to assist the Superintendent with expenses incurred in operating an automobile to carry out her duties pursuant to this Contract.

4.7 Expense Reimbursement. The District shall reimburse Superintendent for reasonable expenses necessarily incurred by Superintendent in carrying out the duties hereunder in accordance with District policy.

4.8 PERA Reimbursement. The District shall reimburse the Superintendent on a monthly basis for employee-paid PERA contributions on Superintendent's base salary.

## 5. **Evaluation**

The Board shall evaluate the performance of the Superintendent during the term of this Contract in accordance with Board policy, the Policy Governance model, and applicable state law. Under

the Policy Governance model, the Board's evaluation shall be based primarily on monitoring reports that assess the Superintendent's compliance with Board policies and progress toward organizational goals. If the Board elects to depart from the Policy Governance structure at any time during the term of this Contract, the Board acknowledges that the evaluation process will require the establishment of specific goals and objectives outside of the Policy Governance framework. In such event, the parties will amend this Contract to incorporate the new goals and objectives adopted by the Board. Nothing in this evaluation section or implementation shall be deemed to create or be a prerequisite to a condition of dismissal, termination, or other personnel actions as otherwise provided herein.

## **6. Evaluator Training and Certification**

At all times during the term of this Contract, Superintendent shall have the training and certification to allow Superintendent to conduct evaluations of the personnel she directly supervises in accordance with Colorado law. Failure to meet this requirement may be considered a material breach of this Contract and grounds for termination.

## **7. Professional Liability**

7.1 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, action or legal proceedings brought against Superintendent by or on behalf of the District, and any criminal 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 Superintendent was acting in good faith and within the scope of Superintendent's employment and not willfully or wantonly.

7.2 Provision of a Defense. The obligations of the District pursuant to this Section 9 shall be conditioned on (a) prompt notification to the District by Superintendent of any claim known to Superintendent; (b) Superintendent's cooperation with the District and the District's 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 9, 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 the act or omission was willful or wanton, Superintendent shall reimburse the District for reasonable costs of such defense and any final judgment or award paid on Superintendent's behalf by the District.

7.3 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.

## **8. Applicable Law and Policy**

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 Board specifically reserves the right to change such policies, rules and regulations at any time without prior notice.

## **9. Termination of Employment Contract**

This Contract may be terminated by:

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

9.2 Disability of Superintendent. The Superintendent will be provided the same short-term disability coverage as provided to 12-month administrative employees of the District. The Board may terminate this Contract for disability of the Superintendent. Disability shall mean that the Superintendent is unable to perform the essential functions of the position because of a disability (as that term is defined in the American with Disabilities Act "ADA"), with or without reasonable accommodations, for an aggregate of ninety (90) days within any one hundred eighty (180) consecutive days during the term of this Contract. If a question exists concerning the ability of Superintendent to perform the essential functions of the job with reasonable accommodation, the Board may require Superintendent to submit to a medical examination, to be performed by a physician. The Board and 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 Superintendent has a continuing disability, which prohibits them from performing the essential functions of the position with or without reasonable accommodations, as defined by the ADA.

9.3 Discharge for Cause. Throughout the term of this Contract, Superintendent shall be subject to discharge for good and just cause, which includes, but is not limited to, a material breach of this Contract. However, the Board shall not arbitrarily and capriciously terminate this Contract. In the event the Board believes that it has cause for termination as defined herein, Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board or, at the option of the Board, before an independent hearing officer selected by the Board. If Superintendent chooses to be accompanied by legal counsel at the hearing, said legal expenses shall be paid by Superintendent. In the event of a legally sufficient termination for cause hereunder, Superintendent shall not be entitled to any salary or other benefits (except payment for accrued PTO) beyond the effective date of Superintendent's termination and the District shall be relieved from further obligations hereunder.

9.4 Unilateral Termination by Board. The Board may unilaterally terminate this Contract without cause. If the Board terminates this Contract unilaterally, it shall pay the Superintendent any base salary remaining due, not to exceed twelve (12) months' base salary, together with any accrued and unpaid benefits and expenses as of the date of termination of this Contract. Unilateral termination shall not require the payment of unaccrued benefits provided Superintendent pursuant to this Contract.

9.5 Death of the Superintendent. This Contract shall automatically terminate upon death of Superintendent. The District shall pay the Superintendent's estate any accrued and unpaid salary, benefits and expenses as of the date of termination of this Contract.

9.6 Unilateral termination by Superintendent. The Superintendent may unilaterally terminate this Contract only upon four (4) months' prior written notice to the Board, during which period the Superintendent shall continue to perform their obligations to the District. The Superintendent waives any right pursuant to law which would allow them to terminate this Contract with less notice than required by this paragraph. In the event that Superintendent fails to provide the required notice or perform the required duties during the notice period, the Superintendent shall be obligated to pay liquidated damages to the District in the manner provided in C.R.S. § 22-63-202(2), as it now exists or is hereafter amended.

**10. Return of District Property**

On or before the effective date of the termination of this Contract for whatever reason, the Superintendent agrees to return to the District all District property, including but not limited to files, keys, documents, records, notebooks, and similar repositories of information, and personal files, if any maintained by the Superintendent that contain copies and/or originals of documents which, in any manner, pertain to District personnel, business matters, or affairs, all of which may be in the possession or control of the Superintendent, whether prepared by them or by others.

**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. Notice**

Any notice or communication permitted or required under this Contract 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:

Douglas County School District RE-1  
Attn: President, Board of Education  
620 Wilcox Street  
Castle Rock, Colorado 80104

If to Superintendent, to:

Erin Kane  
[Address redacted]

**13. Miscellaneous**

13.1 This Contract has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.

13.2 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 Contract, the text shall control.

13.3 This Contract 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.

13.4 This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether written or oral.

13.5 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 this Contract not affected by such a ruling shall remain in full force and effect.

**14. Binding Effect**

This Contract is one for personal services to be provided by Superintendent to the District only and may not be assigned.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have caused this Contract 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.

SUPERINTENDENT

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DOUGLAS COUNTY SCHOOL DISTRICT RE-1

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By: Christy Williams

Title: President, Board of Education

ATTEST

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By: Becky Myers

Title: Secretary, Board of Education

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