

CABINET EMPLOYMENT CONTRACT

THIS CABINET EMPLOYMENT CONTRACT ("Contract") is made this [DAY] day of May, 2023, by and between Douglas County School District Re-1 ("District") and [NAME] ("Employee").

RECITALS

WHEREAS, the Board is authorized by Colorado law to employ all personnel required to maintain the operation and carry out the educational program of the District; and

WHEREAS, at its regular meeting on April 25, 2023, the Board authorized the District Superintendent of Schools to enter into a written employment contract with Employee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Employment; Term. The District hereby employs the Employee and the Employee hereby accepts employment as the [POSITION] of the District for a term commencing on July 1, 2023 and continuing through June 30, 2024, subject to earlier termination as provided herein. This Contract shall automatically terminate at the end of its term without further action by or notice from the Superintendent. The full work year for the Employee shall include every weekday except for (i) state and federal holidays that are observed by the School District and (ii) days taken as paid time off pursuant to Section 3 below.
2. Salary. The District shall pay the Employee a gross annual salary in the sum of \$2023-2024 AMOUNT. This salary is payable in equal monthly installments, subject to deductions for PERA, federal and state withholding tax, and such other deductions as may be authorized by the Employee and approved by the Superintendent. For purposes of determining any per diem salary under this Contract, the number of days in the work year (denominator) shall be two hundred fifty-nine (259) days, which includes paid holidays and vacation days as provided herein.
3. Fringe Benefits. In addition to the benefits provided to all District Administrative/Professional/Technical employees, the Employee shall be entitled to the following benefits:

- a. The District shall reimburse the Employee for one hundred percent (100%) of their family health, dental, and vision insurance premiums under the District's then-current plans.
 - b. Subject to the accumulation cap set forth in this Section 3(b), the Employee 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 the contract year, but the entire yearly 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. If the Employee is re-employed by the District for a subsequent year, the Employee may carry over PTO to such year, provided that once the Employee has accumulated forty-five (45) days of unused PTO, the Employee will stop accruing PTO until Employee has reduced the amount of accumulated PTO below forty-five (45) days. If the Employee is re-employed by the District for a subsequent year, then at the end of the Term of this Contract, five (5) accrued PTO days may be paid out at the *per diem* salary rate then in effect if elected by the Employee and approved by the Superintendent. Upon termination, unused accumulated PTO will be compensated at the *per diem* salary rate then in effect.
 - c. The District shall pay membership fees as are approved by the Superintendent for Employee to maintain memberships in professional organizations related to the performance of the Employee's duties. Employee may attend appropriate job-related professional meetings at the local, state, and national levels with prior approval of the Superintendent.
 - d. The District shall keep in force, during the term of this Contract, liability and errors and omissions insurance covering the Employee in the same manner and under such policies or self-insurance plans as it has for other administrative employees of the District.
 - e. The Employee may participate in one of the District's retirement plans, including, as applicable, grandfathered retirement plans, in accordance with and subject to all eligibility requirements, conditions of participation, and other terms and conditions established by such plan.
4. Professional Liability. To the extent permitted by law, the District will defend, indemnify, and hold the Employee harmless from any and all demands, claims, suits,

actions, and legal proceedings brought against them in their individual capacity or official capacity as agent and employee of the District by reason of any alleged acts or omissions by the Employee within the course and scope of the Employee's employment with the District (unless the Employee is determined by a court to have acted in a willful and wanton manner). The foregoing provisions shall include but not be limited to any judgment, award, settlement, reasonable attorneys' fees, and costs and expenses incurred by the Employee in connection with the defense of any actual or threatened action, proceeding, or claim. The provisions shall not apply to the defense of any criminal proceeding brought against the Employee. The obligations of the District pursuant to this Section shall be conditioned on (a) prompt notification to the District by the Employee of any pending or threatened claim; (b) full cooperation by the Employee with the District and its legal counsel in defending the claim; and (c) the Employee not compromising or settling the claim without the express consent of the Board. In no event shall Board members be individually or collectively personally liable or responsible to the Employee for defending or indemnifying against any claim.

5. Duties. The Employee shall devote the Employee's best endeavors to the performance of the duties of their position. The Employee shall be under the general supervision and direction of the Superintendent of Schools of the District and will perform such duties as the Employee may be assigned by the Superintendent of Schools from time-to-time. The Employee shall comply with applicable law and all District policies, rules, and regulations currently in effect and as amended from time-to-time.

6. Termination.

- a. Throughout the term of this Contract and any extension thereof, the Employee shall be subject to discharge for good and just cause, which includes, but is not limited to, a material breach of this Contract. If requested by the Employee, they shall be entitled to a statement of such cause or causes in writing and the opportunity for a hearing that satisfies the requirements of due process before the Board or, at the option of the Board, before an independent factfinder selected by the Board who shall provide advisory findings of fact and recommendation to the Board. The hearing may be closed at the option of either party. If the Employee chooses, they may be accompanied by legal counsel at the hearing; provided, however, the Employee will assume and be responsible for all costs and legal expenses they may incur. In the event of a legally sufficient dismissal for cause under this Contract, the Employee will not be entitled to any salary or other benefits (except payment for accrued annual leave and any other previously vested benefits) beyond the

effective date of the Employee's termination, and the District will be relieved from further obligations under this Contract.

- b. The Employee may unilaterally terminate this Contract at any time by giving sixty (60) days prior written notice to the Superintendent (or fewer days by mutual agreement of the parties), during which sixty days the Employee shall continue to fully perform their obligations to the District and for which they shall receive salary and benefits provided herein.
- c. The Superintendent may unilaterally terminate this Contract at any time without cause upon payment to the Employee of a severance equal to the lesser of (i) the balance of salary due under Section 2 or (ii) three months' salary.

7. Return of District Property. On or before the effective date of the termination of this Contract for whatever reason, the Employee 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 Employee 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 Employee, whether prepared by them or by others.

8. 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.

9. Binding Effect. This Contract is one for personal services to be provided by the Employee only and may not be assigned. Any earned compensation due and payable to the Employee under this Contract shall be payable to their heirs and legal representatives in the event of their 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. Entire Agreement. This Contract contains all 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.

12. Counterparts. 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. For purposes of executing this Contract, facsimile or scanned signatures shall be as valid as the original.

IN WITNESS WHEREOF, the District has caused this Contract to be executed on its behalf by the Superintendent and the Employee has approved this Contract effective on the day and year first above written.

DOUGLAS COUNTY SCHOOL
DISTRICT RE-1

Superintendent

EMPLOYEE
