

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT entered into on February 21, 2017, between UNIFIED SCHOOL DISTRICT NO. 259, SEDGWICK COUNTY, KANSAS ("School District") and ALICIA L. THOMPSON ("Superintendent").

RECITALS

Kansas Statutes Annotated § 72-8202b(a) provides that the School District shall appoint a Superintendent of Schools for a term of not to exceed three (3) years; and

The School District is appointing Alicia L. Thompson as Superintendent of Schools, Unified School District No. 259, Sedgwick County, State of Kansas, for a term of three (3) years; and

The School District and the Superintendent desire to reduce to writing the terms and conditions of such appointment and employment.

TERMS AND CONDITIONS

The School District and the Superintendent agree as follows:

Section 1. Duties of Superintendent.

a. The Superintendent agrees to devote her time, skill, labor and attention to her employment with the School District during the term of this Contract. The Superintendent, in addition to other duties set forth in this Contract, will perform faithfully the duties of Superintendent of Schools including serving as the chief executive officer of the Board of Education of the School District (the "School Board") and chief administrative officer of the School District. Both parties agree that the Superintendent will perform the duties of the Superintendent of Schools as prescribed by the laws of the State of Kansas and by the rules, regulations, policies and directives made and issued by the School Board and the State Board of Education.

b. The Superintendent will have charge and control of the schools of the School District, subject to the policies and directives of the School Board. The Superintendent's duties will include, but not be limited to, responsibilities for organizing, reorganizing and arranging the administrative and supervisory staff which, in her judgment, best serves the School District. The responsibility for selection of personnel shall be vested in the Superintendent and her staff subject to approval of the School Board. The School Board shall be the final hiring authority as to the selection of personnel who are to be employed by the School District.

c. The School Board, individually and collectively, will promptly refer all significant criticisms, complaints and suggestions to the Superintendent for study and recommendation.

d. The assignment of duties to the Superintendent as set forth in this Contract will not be construed in a manner that would result in the delegation of authority from the School Board to the Superintendent that by statute or state constitution is a matter that the School Board does not have the authority to delegate.

e. The Superintendent will attend appropriate professional meetings and professional development conferences at the local, state, and national levels; the actual expenses of attendance will be paid by the School District. The Superintendent may hold offices or accept responsibilities in these professional organizations. The Superintendent will obtain approval from the School Board President before attending professional meetings or professional development conferences that are at the national level.

f. The Superintendent will fulfill all aspects of this Contract, any exceptions thereto being by mutual consent of the School District and the Superintendent. Failure to fulfill the obligations agreed to in this Contract will be viewed as a violation of the Administrator's Code of Ethics and shall be reported by the School Board to the appropriate State Association of School Administrators and state education authorities.

g. The Superintendent will have the right to attend all open sessions of all School Board meetings, all School Board and citizen committee meetings, serve as an *ex officio* member of all School Board committees and provide administrative recommendations on each item of business considered by these groups.

Section 2. Term of Appointment. The Superintendent's term of employment under this Contract will start July 1, 2017, and will end June 30, 2020.

Section 3. Compensation.

a. **Base Salary.** The Superintendent, for services rendered under this Contract, will be paid a base salary of Two Hundred Forty Thousand Dollars (\$240,000) per year ("Base Salary"), prorated on a monthly one-twelfth (1/12) basis. The Superintendent's salary will be automatically increased each year to an amount that is equivalent to the percentage amount of increase that the School Board approves for teachers in an upcoming school year.

b. **Retirement Income.**

(1) Conditioned upon this Contract remaining in full force and effect (or otherwise as amended, supplemented, and/or renewed so as to remain in effect), commencing July 1, 2017, and ending June 30, 2021, the School District will contribute as an Employer Non-Elective Discretionary Contribution to the Unified School District #259, Sedgwick County, State of Kansas 403(b) Retirement Plan (the "Plan") on behalf of the Superintendent the sum of Twenty-five Thousand Dollars (\$25,000.00) per Contract Year (Contract Year is a year commencing July 1 and ending June 30 of the following calendar year), prorated for the months worked; subject, however, to the following:

The Superintendent shall be one hundred percent vested on July 1, 2021 in contributions made to the Retirement Account between July 1, 2017, and June 30, 2021, unless she voluntarily leaves the employment of the School District (“Voluntary Termination”) or is terminated for good cause prior to June 30, 2021, in which case she forfeits entitlement to any and all contributions made to the Retirement Account. In addition, the Superintendent will be one hundred percent vested, in prior and future payments, if by November 1 of any year the School Board fails to offer to extend the Superintendent’s Contract for an additional year. For example, the Superintendent will be vested in previous and future payments to the Retirement Account effective November 1, 2018, if the Board has not taken action by November 1, 2018 to offer to extend her Contract until June 30, 2021.

Any Contribution made pursuant to this Section 3.b.(1) that is not 100% vested shall be subject to Section 4.4 of the Plan and shall be held either in an annuity contract treated as an Internal Revenue Code (“IRC”) Section 403(c) annuity or a Custodial Account treated as an IRC Section 401(a) qualified plan (with separate accounting) until such time as such contribution becomes 100% vested.”

(2) “Voluntary Termination” means the termination of employment with the School District by the Superintendent that is voluntary in nature and does not include a termination due to permanent disability, death, nonrenewal by the School District or termination by the School District without good cause. “Permanent Disability” means a physical or mental disability that prevents or will prevent the Superintendent from performing the essential functions of his job as Superintendent of the School District for a period exceeding one hundred eighty (180) days.

Section 4. District Related Expenses of Superintendent. The Superintendent will be paid mileage for travel required in the performance of her official duties outside the School District at the same rate established by the School District for other official travel of other professional staff members in the School District. The Superintendent may be reimbursed for School District business-related expenses as allowable by law upon making appropriate request for such reimbursement.

The Superintendent will be compensated Seven Hundred Eighty Dollars (\$780) per month for the use of an automobile and mileage for in-District travel and an additional Five Hundred Twenty-five (\$525) per month for professional, civic and incidental expenses associated with the role of the Superintendent.

Section 5. Discussion of Working Relationship. The School Board will devote a portion or all of a meeting, at least annually, to a discussion of the working relationship between the Superintendent and the School Board. Not later than the end of the second year of this Contract, the School Board and the Superintendent will meet and review the Superintendent’s job performance and frankly discuss continued employment beyond the term of this Contract.

Section 6. Termination of Contract. This Contract, and the Superintendent’s employment, may be terminated for good cause by the School District. In the event of

termination for good cause, or in the event of a termination by the Superintendent, all salary and benefits shall cease immediately upon the effective date of such termination. In the event that this Contract, and the Superintendent's employment, are terminated by the School District other than for good cause prior to expiration of the term hereof, then in lieu of any other claim or remedy, the Superintendent will continue to be paid her then-current Base Salary on a prorated one-twelfth (1/12) basis for a period ending upon the earlier of (i) the one-year anniversary of the effective date of such termination, or (ii) the expiration date of this Contract being July 1, 2020; provided, however, that in the event the Superintendent is entitled to Base Salary after termination, the School District's liability will be reduced by the amounts earned by the Superintendent, directly or indirectly, whether as an employee, consultant, owner, partner or otherwise, during the term of such continued Base Salary. The Superintendent agrees to promptly advise the School District of any such earned income.

Section 7. Additional Benefits. In addition to the compensation hereinabove specifically provided, the Superintendent will be entitled to receive the maximum health insurance, cell phone, vacations, leaves, privileges and fringe benefits under the same conditions of eligibility as provided for other licensed employees of the School District under the then current Administrative Employment Policy during each year of this Contract.

Section 8. Inability to Perform Duties Due to Disability. The Superintendent, if she is unable to perform her duties by reason of a disability, will be entitled to receive the same disability income protection as is provided to other licensed employees of the School District under the current Administrative Employment Policy during each year of this Contract after temporary leave is exhausted and the waiting period has been met. The School District, at its option, may terminate this Contract and may terminate the Superintendent's employment if the Superintendent is unable to perform her essential duties because of a disability if such disability continues for more than one hundred eighty (180) days. Such termination will be considered to be a good cause termination.

Section 9. Soliciting District Employees. The Superintendent will not, at any time during Superintendent's employment with the School District or during the one year following separation from employment for any reason, directly or indirectly solicit, entice or induce any employee of the School District to terminate their employment and/or to become employed by any other school district, person, firm, corporation, partnership or other entity.

Section 10. Cooperative Claims and Actions. During and after the Superintendent's employment, notwithstanding the cause of separation from employment, the Superintendent will cooperate fully with the School District in the defense or prosecution of any claims or actions which may be pending at separation or may be brought after separation against or on behalf of the School District which relate to events or occurrences that transpired while the Superintendent was employed by the School District. The Superintendent's full cooperation in connection with such claims or actions will include, but not be limited to, being available to meet with legal counsel to prepare for

discovery or trial and to act as a witness on behalf of the School District in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Superintendent was employed by the School District. The School District will reimburse the Superintendent for any reasonable out-of-pocket expenses incurred in connection with the Superintendent's performance of obligations pursuant to this Section. The School District will also provide the Superintendent with a reasonably and mutually agreed upon per diem for any days required by this Section.

Section 11. Return of Property. Upon the Superintendent's separation from employment for any reason, the Superintendent will return to the School District all of its property including, without limitation, all documents and information however maintained (including computer files, tapes and recordings), concerning the School District or acquired by the Superintendent in the course and scope of the Superintendent's employment.

Section 12. Amendments. This Contract may be modified only by mutual agreement of the parties, and all such modifications and agreements will be evidenced by written and executed amendments to the Contract.

Section 13. Severability. If any portion, segment or part of this Contract is deemed unenforceable by a court of competent jurisdiction, the remaining portions will remain in full force and effect.

Section 14. Governed by Kansas Law. This Contract will be governed by and construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, we have executed this Contract on the day and year first above written.



UNIFIED SCHOOL DISTRICT NO. 259,
SEDGWICK COUNTY, KANSAS

Sheril Logan

Sheril Logan, President
(School District)

ATTEST:

Mike Willome

Mike Willome, Clerk of the Board

Alicia L. Thompson

Alicia L. Thompson
(Superintendent)