

EMPLOYMENT CONTRACT BETWEEN

DR. ANNA STUBBLEFIELD AND THE BOARD OF EDUCATION UNIFIED SCHOOL DISTRICT NO. 500 KANSAS CITY, WYANDOTTE COUNTY, KANSAS

This employment contract, ("Contract") effective the 1st day of July, 2021, is entered into by and between Unified School District No. 500, Kansas City, Wyandotte County, Kansas ("the DISTRICT") by and through its Board of Education ("the BOARD") and Dr. Anna Stubblefield ("the SUPERINTENDENT").

WHEREAS, the BOARD and SUPERINTENDENT have determined it is in their mutual interest to adopt the terms and conditions of SUPERINTENDENT's employment as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the BOARD and the SUPERINTENDENT hereby agree as follows:

1. TERM

The BOARD, by and on behalf of the DISTRICT, employs the SUPERINTENDENT, and the SUPERINTENDENT hereby accepts employment as the SUPERINTENDENT OF SCHOOLS for a three (3) year term commencing July 1, 2021, and ending June 30, 2024, unless terminated earlier or extended in writing by the parties. The BOARD may, by specific action and with the consent of the SUPERINTENDENT, grant a one-year extension of the existing contract on or before July 1 of the second Contract year. The BOARD shall notify the SUPERINTENDENT in writing prior to June 1 of the second Contract year its intent concerning such extension. SUPERINTENDENT shall notify BOARD in writing prior to June 15 of the second Contract year of her acceptance of any extension. In the event this Contract is extended, any change to the terms and conditions including compensation and benefits, shall be made in the form of a written addendum or a new contract, signed by both parties. SUPERINTENDENT does not have a property or liberty interest, or

any other legally recognized and/or protected interest or expectation in any such possible extension, possible written addendum, or possible new contract, with the BOARD.

2. TERMS AND CONDITIONS OF EMPLOYMENT

- a. **Duties.** The SUPERINTENDENT is the chief administrative officer of the DISTRICT and shall faithfully perform the duties of the SUPERINTENDENT for the DISTRICT as prescribed by state law or the job description and as may be assigned by the BOARD. She shall comply with all BOARD directives, state and federal laws, DISTRICT policies, rules, and regulations. Except as provided in this Contract, the SUPERINTENDENT agrees to devote her full time and energy to the performance of these duties in a faithful, diligent and efficient manner. The SUPERINTENDENT shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT, consistent with the BOARD's policies, federal and state law. It shall be the duty of the SUPERINTENDENT to recommend for employment all employees of the DISTRICT subject to the BOARD's approval. The SUPERINTENDENT shall be responsible for the placement and transfer of personnel, and shall, from time to time, suggest policies, rules and procedures she deems necessary for the effective and efficient operation of the DISTRICT.
- b. **Professional Certification.** The SUPERINTENDENT shall, at all times during the terms of this contract, hold and maintain a valid certificate required of the SUPERINTENDENT by the State of Kansas and issued by the Kansas State Board of Education.
- c. **BOARD Meetings.** The SUPERINTENDENT shall attend all meetings of the BOARD, with the exception of executive sessions devoted to the consideration of any action or lack of action on the SUPERINTENDENT's contract, the SUPERINTENDENT's salary or benefits or the SUPERINTENDENT's evaluation.

- d. Criticism, Complaints and Suggestions. The BOARD, individually and collectively, shall refer all criticisms, complaints and suggestions called to the BOARD's attention, to the SUPERINTENDENT for study and appropriate action, and the SUPERINTENDENT shall review and investigate such matters and inform the BOARD of the results of such efforts.
- e. Professional and Civic Organizations, Meetings and Activities. The SUPERINTENDENT shall devote her time, attention and energy to the direction, administration and supervision of the DISTRICT. The SUPERINTENDENT shall attend and participate in appropriate professional meetings at the local, state and national levels with the reasonable expenses for such attendance to be borne by the DISTRICT, including membership fees and dues of the SUPERINTENDENT in such organizations as she deems appropriate in the performance of her duties. The SUPERINTENDENT may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of her duties as the SUPERINTENDENT. The SUPERINTENDENT is encouraged to participate in local civic organizations and the reasonable cost of such participation shall be reimbursed to her if such participation is approved in advance by BOARD.
- f. Outside Consultation Activities. The SUPERINTENDENT may, with the BOARD's approval, serve as a consultant and receive a reimbursement of expenses and/or be paid an honorarium for such consultation services at no expense to the DISTRICT. Prior to engaging in these activities, the SUPERINTENDENT will notify the BOARD President in writing of the activity. The BOARD President, whose decision is subject to review by the BOARD, will notify the SUPERINTENDENT if the activity presents a conflict of interest with the performance of her duties as the SUPERINTENDENT. If the SUPERINTENDENT receives compensation for outside consultation in excess of traveling expenses, the SUPERINTENDENT shall use vacation time, holidays, or other non-duty days for such consultation. Consultation provided by the SUPERINTENDENT under the terms and conditions of this paragraph must be consistent with the state and federal law.

- g. Reassignment. The SUPERINTENDENT shall not be reassigned from the position of the SUPERINTENDENT to another position without the SUPERINTENDENT's written consent.
- h. Residency Requirement. During the term of this Agreement, without exception, SUPERINTENDENT shall maintain her residence within the attendance and boundary area of the DISTRICT. Nothing in this provision shall prohibit SUPERINTENDENT for maintaining more than one residence.

3. COMPENSATION

BOARD shall pay the SUPERINTENDENT at an annual salary rate of Two Hundred Thirty Five Thousand and no/100 Dollars (\$235,000.00). This annual salary rate shall be paid to the SUPERINTENDENT in installments according to BOARD policy governing payment of professional staff. SUPERINTENDENT's salary will be reviewed annually and may be increased in the sole discretion of the BOARD. The SUPERINTENDENT's salary shall not be reduced during the term of this Contract without the mutual agreement of the BOARD and SUPERINTENDENT.

With prior BOARD approval and to the extent it does not interfere with any employment obligations SUPERINTENDENT may have with her current school district, SUPERINTENDENT may work up to five (5) days prior to July 1, 2021. SUPERINTENDENT will be compensated on a *pro rata* daily basis calculated by dividing her base salary by 261 days. In no event will SUPERINTENDENT be asked to work on days where she is working for her current school district.

If eligible, SUPERINTENDENT shall be paid, in addition to her annual salary, any stipend(s) or additional compensation provided to other district employees pursuant to DISTRICT policy, if any, in recognition of her having earned her doctoral degree.

4. ANNUAL PERFORMANCE EVALUATION

Except as noted below, the BOARD shall evaluate and assess the performance of the SUPERINTENDENT in writing, at least annually and as required by K.S.A. 72-2409.

The SUPERINTENDENT shall receive a written evaluation based on performance standards set by the BOARD with the input of SUPERINTENDENT. Such standards shall be conveyed to the SUPERINTENDENT, in writing, on or before August 1, of each year and the BOARD's evaluation of the SUPERINTENDENT's in relation thereto shall be administered to the SUPERINTENDENT in accordance with K.S.A. 72-2409.

The BOARD shall relate the results of its evaluation of the SUPERINTENDENT in executive session, unless the BOARD and the SUPERINTENDENT agree that it should be held in open meeting. The BOARD shall devote a portion of the meeting at which the evaluation takes place to a discussion of the working relationship between the SUPERINTENDENT and the BOARD. The evaluation format and procedure shall be in accordance with the DISTRICT's administrative evaluation system and state law.

5. VACATION AND OTHER BENEFITS

- a. The SUPERINTENDENT shall be entitled to all benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the District, including, but not limited to, leave, insurance, retirement program, choice of tax sheltered annuities, and other administrative employee benefits.
- b. Health, Dental and Vision Insurance. SUPERINTENDENT will be covered under the District's health, dental and vision insurance as available and provided to other eligible employees. SUPERINTENDENT will be paid, as additional compensation, an amount equal to the amount charged for family health, dental and vision insurance coverage by District's health insurance plan, less the cost of the premium paid directly to the carrier by the District as permitted under the terms of the insurance plan

and federal or state law, which amount will be included in SUPERINTENDENT's taxable income to the extent required by law.

- c. Notwithstanding District policy to the contrary, the SUPERINTENDENT shall be provisionally credited at the start of her employment with disability leave for the three (3) year term of this Contract, or forty-two (42) days. Such provisional disability leave will accumulate as provided and be governed by District Policy GARH.
- d. Notwithstanding District policy to the contrary, the SUPERINTENDENT shall receive twenty (20) days annual vacation time exclusive of legal holidays. The SUPERINTENDENT shall be required to take a minimum of ten (10) vacation days each year. Prior to taking vacation, the SUPERINTENDENT will notify the BOARD President in writing of the days to be taken and provide for appropriate delegation of administrative supervision of the DISTRICT during her absence. The SUPERINTENDENT shall be allowed to carry over up to ten (10) accumulated but unused annual vacation days each year.
- e. The BOARD will reimburse SUPERINTENDENT for all reasonable and necessary expenses incurred by SUPERINTENDENT in connection with the BOARD's business, provided that such expenses are in accordance with the BOARD's applicable expense reimbursement policy.
- f. Annual Physical Examination. The SUPERINTENDENT shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the BOARD and the SUPERINTENDENT. The physician shall submit a confidential statement to the BOARD verifying the SUPERINTENDENT's fitness to perform the SUPERINTENDENT's duties. Copies of all such statements shall be confidential to the extent permissible by law. Any report of the medical examination, other than the certificate certifying the SUPERINTENDENT's fitness to perform her duties, shall be given directly and exclusively by the examining physician to the SUPERINTENDENT. The

DISTRICT shall pay all costs of the annual physical examination.

- g. The DISTRICT shall provide the SUPERINTENDENT with technology needed by her in the performance of her duties including a cell phone or similar personal digital assistant, laptop computer, printer and internet connectivity at her office and home. Such devices shall be of the SUPERINTENDENT's choosing, as long as they are compatible with DISTRICT information technology policies. Such devices may be used by the SUPERINTENDENT for personal business, as long as such business does not violate DISTRICT policies.

6. AUTOMOBILE ALLOWANCE

The SUPERINTENDENT shall receive an automobile allowance of Eight Hundred and No/100 (\$800.00) Dollars per month to defray the expense of obtaining an automobile through ownership or lease by the SUPERINTENDENT. The automobile may be used by the SUPERINTENDENT for business and personal purposes. The SUPERINTENDENT shall maintain, automobile liability, property damage, and comprehensive insurance on SUPERINTENDENT'S automobile and maintain the District as an additional insured on such policy.

7. MOVING EXPENSES.

The BOARD will pay the reasonable moving expenses incurred by SUPERINTENDENT for the costs of relocating SUPERINTENDENT's household furnishings from Johnson County, Kansas, to Wyandotte County, Kansas. Such expenses will be paid directly by the District to a moving company that provides relocation services selected by the BOARD using the DISTRICT's regular procurement process.

Should SUPERINTENDENT's employment with BOARD terminate for any reason, except **Termination Without Cause**, within the first twelve (12) months of employment, SUPERINTENDENT shall be required to reimburse BOARD 100% of all moving expenses incurred by BOARD. Should SUPERINTENDENT's employment with

BOARD terminate for any reason between the first thirteen (13) and twenty-four (24) months of employment, SUPERINTENDENT shall be required to reimburse BOARD 50% of all moving expenses incurred by BOARD.

8. TERMINATION

a. SUPERINTENDENT's employment with the BOARD shall terminate upon any one of the following:

- (1) the BOARD's termination of the SUPERINTENDENT for "cause" as defined ("Termination for Cause"); or,
- (2) the effective date of a written notice sent to SUPERINTENDENT stating that the BOARD is terminating employment, without cause, which notice can be given by the BOARD at any time after the Effective Date at the BOARD's sole discretion, for any reason or for no reason ("Termination Without Cause"); or
- (3) the effective date of a written notice sent to the BOARD from SUPERINTENDENT stating that SUPERINTENDENT is electing to terminate employment with the BOARD ("Voluntary Termination"); or
- (4) if the SUPERINTENDENT is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury or mental incapacity for a period of ninety (90) working days beyond any accrued sick leave, the BOARD shall have the option to terminate this agreement with no obligation to pay the aggregate severance sum designated in paragraph 8e; or
- (5) upon the retirement or death of the SUPERINTENDENT.

b. "Cause" Defined. For purposes of this Agreement, "cause" for SUPERINTENDENT's termination will exist at any time upon the occurrence of one or more of the following events:

- (1) a failure or a refusal of SUPERINTENDENT to comply in any material respect with any DISTRICT policy or procedure or any federal or state law or regulation;
 - (2) a failure or a refusal by the SUPERINTENDENT to perform SUPERINTENDENT's duties in accordance with this Contract (whether due to ill health, disability, or otherwise; provided, however, that SUPERINTENDENT shall be entitled to any benefits required by law, DISTRICT policy or this Contract);
 - (3) unprofessional, unethical, or fraudulent conduct or conduct that materially discredits the BOARD or the DISTRICT or is materially detrimental to the reputation, character or standing of the BOARD or the DISTRICT;
 - (4) dishonest conduct or a deliberate attempt to do an injury to the BOARD or the DISTRICT;
 - (5) SUPERINTENDENT's material breach of a term of this Contract or any other agreement with the BOARD, including, without limitation, SUPERINTENDENT's theft of the DISTRICT's proprietary information;
 - (6) An unlawful or criminal act; or
 - (7) Other just cause as defined under Kansas law.
- c. Notwithstanding any provision or term herein to the contrary, BOARD shall provide SUPERINTENDENT with a written notice of each contemplated **Termination for Cause** specifying the ground(s) for such termination and shall provide the SUPERINTENDENT with a period of fifteen (15) business days from receipt of such notice to cure such ground(s). If the SUPERINTENDENT has, within the specified cure period, reasonably cured, or reasonably undertaken to cure, the specified ground(s) for Termination for Cause, such ground(s) shall no longer be deemed to exist.
- d. In the event the BOARD terminates this Contract for a **Termination with Cause**, the SUPERINTENDENT shall be afforded all rights as set forth in the BOARD's policies, and state

and federal law. Upon **Termination with Cause**, all compensation and benefits to SUPERINTENDENT shall cease.

- e. In the event the SUPERINTENDENT's employment is terminated by a **Termination without Cause**, during the period beginning July 1, 2021 and ending June 30, 2024, the BOARD agrees to pay the SUPERINTENDENT, as severance pay, the remainder of her salary and benefits owed under this Agreement, or twelve (12) months' salary and benefits, whichever is less.
- f. In the event the SUPERINTENDENT elects to **Voluntarily Terminate** this Contract, SUPERINTENDENT shall have no right to any compensation from DISTRICT for any period subsequent to the date of termination. SUPERINTENDENT and the BOARD agree that the unilateral termination by SUPERINTENDENT of this Contract would cause the DISTRICT inconvenience, expenses and other damages that are of a nature that are difficult for the parties to quantify. Therefore, the parties agree that, in the event SUPERINTENDENT unilaterally terminates this Contract, she shall give the BOARD not less than One Hundred Eighty (180) days written notice of the date of termination and shall pay District as liquidated damages an amount equal to one (1) month of SUPERINTENDENT's base salary for the Contract year. If SUPERINTENDENT gives less than One Hundred Eighty (180) days written notice, SUPERINTENDENT shall pay to the District as liquidated damages an amount equal to three (3) months of SUPERINTENDENT's base salary for the Contract year. This amount shall be paid to DISTRICT within thirty (30) days of the effective date of SUPERINTENDENT's termination of this Contract.
- g. At SUPERINTENDENT'S election, any accrued unused disability leave may be used by SUPERINTENDENT to establish a scholarship fund for the DISTRICT'S graduates with the Kansas City, Kansas School Foundation for Excellence ("KCKSFE"). The value of the accrued disability leave shall be calculated following the BOARD policy for "unused sick leave" in existence at the time the value of any accrued unused disability leave is redeemed by SUPERINTENDENT. Disbursement of

the scholarships shall be the responsibility of the BOARD and KCKSFE.

9. NON-SOLICITATION

So long as SUPERINTENDENT is a SUPERINTENDENT of the BOARD and for one (1) year thereafter, SUPERINTENDENT shall not, directly or indirectly, either for herself or for any other person or entity, directly or indirectly, solicit, induce, or attempt to induce any employee of the BOARD to terminate her employment with the BOARD.

10. INDEMNIFICATION

The DISTRICT shall, in accordance with K.S.A. 75-6109, defend, hold harmless and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against the SUPERINTENDENT in her individual capacity or in her official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while the SUPERINTENDENT was acting in the course or scope of her employment with the DISTRICT. The DISTRICT's obligation to indemnify, defend and hold the SUPERINTENDENT harmless under this paragraph survives the termination of this Contract.

11. SAVINGS CLAUSE

If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.


12. EQUITABLE RELIEF

The BOARD and SUPERINTENDENT acknowledge and agree that the service to be provided by SUPERINTENDENT under this Contract is of a special, unique, unusual, extraordinary, and intellectual character, which gives it peculiar value, the loss of

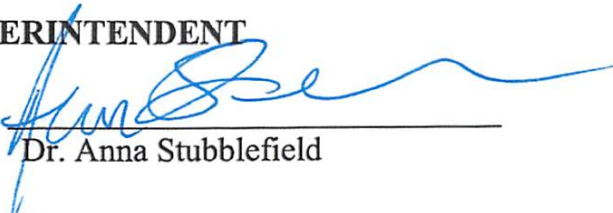
which cannot be reasonably or adequately compensated in damages in an action at law. If SUPERINTENDENT shall breach any provisions of this Contract, including but not limited to the residency requirement set out in Paragraph 2(h) hereof, the BOARD may seek to obtain a restraining order and/or injunction to be issued against SUPERINTENDENT, in addition to any exercising any other rights and remedies which the BOARD may have, at law or equity, including, without limitation, the recovery of money damages.

BOARD

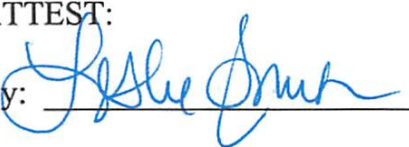
BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT No. 500
KANSAS CITY, WYANDOTTE
COUNTY, KANSAS

BY: 
Randy Lopez, President


SUPERINTENDENT

BY: 
Dr. Anna Stubblefield

ATTEST:

By: 

Approved as to Form:

By: 
GREGORY P. GOHEEN
BOARD ATTORNEY