

# 2021/2024 CONTRACT FOR EMPLOYMENT SUPERINTENDENT

## DR. SHILOH VINCENT

It is hereby agreed on December 13, 2021, by and between the Board of Education of Unified School District 418, McPherson County, Kansas, hereinafter designated the **Board** and **Dr. Shiloh Vincent – Superintendent**, herein designated the **Superintendent**, as board approved by a resolution adopted at the regular meeting of the Board held on the 13<sup>th</sup> day of December, 2021.

IT IS AGREED AS FOLLOWS:

#### **Employment**

The Superintendent is hereby hired and retained as the Superintendent of Schools of Unified School District No. 418, McPherson County, Kansas.

## **Term of Contract**

This contract shall be for a term not to exceed two years, commencing the 1<sup>st</sup> day of July, 2021, and ending on the 30<sup>th</sup> day of June, 2024. The parties may, by agreement, enter into subsequent contracts to replace the initial contract. Such agreement would void the existing contract. The annual contract length is 260 days.

#### **Duties**

The duties and responsibilities of the Superintendent shall include those set forth in the board policies regarding the Superintendent at the time this contract is signed, which are incorporated by reference as if fully set out in this contract; those obligations imposed on the laws of the State of Kansas upon Superintendent of Schools; and such other duties as may be assigned by the Board incidental to the office of Superintendent.

### Salary

The Superintendent shall receive a salary of ONE HUNDRED THIRTY THREE THOUSAND NINE HUNDRED DOLLARS (\$133,900.00) per annum, paid in at least twelve (12) substantially equal installments.

In consideration of the salary received, the Superintendent agrees to devote the necessary time, skill, labor and attention to this employment during the period of this contract, and to perform faithfully the duties of Superintendent of Schools.

## **Evaluation**

The Board shall annually evaluate the Superintendent according to the procedure set forth in Kansas statutes and Board policy. The criteria upon which the Board will evaluate the Superintendent shall be determined by the Board, taking into account those criteria specified in Kansas statutes, and communicated to the Superintendent at the time the contract is executed.

#### Certificate

The Superintendent shall furnish Board a valid Kansas certificate to act as Superintendent in accordance with Kansas law and Kansas Department of Education regulations.

## **Benefits**

The Superintendent shall be provided the following benefits:

#### A. Vacation Leave

The Superintendent shall be given twenty (20) days paid vacation leave annually. The Board President must be notified of vacation time taken prior to its use. Any accumulated vacation leave, in excess of twenty (20) days, not used by December 30<sup>th</sup> of the following contract year is forfeited. In the event the Superintendent is terminated or resigns prior to the end of this contract period, any paid vacation leave which has not been used in the current year as of the date of termination or resignation shall be forfeited and no additional compensation shall be paid. In the event a non-renewal of this contract for the succeeding contract period is approved by the Board, any unused vacation leave remaining on June 30<sup>th</sup> is forfeited and no additional compensation shall be paid.

#### B. Sick Leave

The Superintendent shall be given fifteen (15) days paid sick leave annually. Sick leave may accumulate and shall at no time exceed seventy-five days. Payment for any unused sick leave beyond the seventy-five days will be included in the September paycheck at the rate equivalent to one-half (1/2) of the cost of the substitute teacher pay. Sick leave days currently accumulated shall be continued. The Superintendent shall be eligible to

participate in the district administrators' sick leave bank.

## **Consulting or Similar Services**

The Superintendent shall be permitted to perform consulting or other similar services for compensation provided the Superintendent performs these services while using vacation leave or with specific, prior approval of the Board.

#### **Intellectual Property Rights**

The Board retains ownership of/or interest in any copyright of publications or computer programs written or generated by the Superintendent in the course of performing the duties specified in this contract.

#### Termination and Notice of Renewal or Non-Renewal

Written notice shall be provided to the Superintendent by the Board on or before May 1 of the year in which the then current contract terminates of the Board's intention to renew or not renew the contract. The Superintendent shall provide written notice to the Board on or before May 15 of the year in which the then current contract terminates of the Superintendent's intention to accept or reject renewal of a contract of employment. The parties may enter into subsequent contracts to replace a current contract.

## **Breach of Contract**

The following shall constitute a breach of this contract:

- A. Failure to perform the duties or responsibilities or follow the provisions set forth in this contract by either party.
- B. Failure to maintain a current certificate to act as Superintendent of Schools, in accordance with Kansas law and department of education regulations.

In the event there is a breach of contract, the party not in breach of contract may sue for specific performance or damages or both. The prevailing party shall be entitled to recover reasonable attorneys fees from the losing party in addition to any other relief granted by the court.

#### **Organization Membership and Dues**

The superintendent shall maintain membership in community and professional associations as appropriate, to include, at a minimum, the McPherson Chamber of Commerce, American Association of School Administrators, Association for Supervision and Curriculum Development, United School Administrators, and the Kansas Superintendents Association. The Board shall pay those dues attributable to the organizations and such others are requested and approved by the Board.

## **Other Fringe Benefits**

- Health Insurance as provided through the Negotiated Agreement
- Life Insurance as provided through the Negotiated Agreement
- Phone reimbursement as provided by policy
- District issued computer
- Car provided for school use
- Reimbursement for use of private car as per policy
- KELI mentoring

Up to 4 hours per week of compensation time to be used at the Superintendent's discretion in communication with the Board

Dr. Shiloh Vincent, Superintendent

President/Board of Education Unified School District No. 418

McPherson County, Kansas

Clerk of the Board

Unified School District No. 418