

# **EMPLOYMENT CONTRACT**

## **Interim Superintendent of Schools**

The Board of Education (hereinafter the Board) of Unified School District No. 497, Douglas County, Kansas (hereinafter the District), and Dr. Jeanice Kerr Swift (hereinafter Swift) enter this Employment Contract (hereinafter this “Contract”) as follows:

### **I. Recital**

The Board and Swift desire to enter into an employment Contract employing Swift as Interim Superintendent of Schools for the Board beginning August 30, 2024 through June 30, 2025.

### **II. Agreement**

In consideration of the mutual covenants herein contained, the parties agree to the following terms and conditions of employment of Swift as Interim Superintendent by the Board:

**1.     *Employment***

Swift agrees to be employed during the term of this Contract as the Interim Superintendent of Schools for USD 497 in accordance with the hereinafter stated terms and conditions.

**2.     *Term of Contract***

The term of this Contract shall be for the period of 216 workdays commencing August 30, 2024 and extending through June 30, 2025.

**3.     *Duties***

The duties and responsibilities of the Interim Superintendent shall be all those incident to the office of Superintendent of Schools as currently or hereafter set forth in Board policies regarding the Superintendent, which are incorporated by reference as if fully set out in this Contract; those obligations imposed by the law of the State of Kansas upon

superintendents of schools; and such other duties as may be assigned from time to time by the Board.

**4. *Salary***

Swift shall receive a salary of \$194,482.08 (\$235,000.00 annual salary prorated for the partial year contract), payable monthly, with the first payment on September 20, 2024. In consideration of the salary received, Swift agrees to devote her full time and her best efforts and skills to faithfully perform the duties above described.

The parties recognized Swift may be required to perform work prior to August 30, 2024. Swift will be paid her daily rate (\$900.38) for each day worked prior to August 30. If Swift works less than a full day, the daily rate will be prorated appropriately.

**5. *Vacation, Sick, and Personal Leave***

Swift shall be given fifteen (15) days paid vacation leave during the term of the Contract in addition to legal holidays recognized by the District. Without prior approval of the Board President, no more than five days of vacation leave may be taken at one time.

Swift shall be given ten (10) days paid sick leave during the term of the Contract.

Swift shall be given eight (8) days of personal leave during the term of the Contract.

Upon leaving employment, Swift will not be paid for unused vacation, sick, or personal leave.

**6. *Evaluation***

Swift shall be subject to evaluation as provided by Board policy and Kansas law.

**7. *Certificate/License***

Swift shall promptly upon execution of this Contract furnish the Board an Employer's Copy of a Kansas Administrator's Certificate to serve in the administrative

position and shall maintain such certificate or applicable School Leader's License in force throughout the term of this Contract.

**8. Benefits**

Swift shall be provided a fully paid employee only health insurance (medical, dental, and vision) at District expense. Further, Swift shall be provided an employer contribution of \$1,500.00 per month (\$15,000.00 per year) during the term of this Contract to the employer paid 403(b) plan, provided however, if such contributions exceed the IRS limitations for highly compensated employees, then the contribution will be reduced to the highest allowable level and the balance of the \$15,000.00 per year will be paid to Swift as salary.

The Interim Superintendent is required to have a mobile phone that is accessible for communication with the District, and the Board shall provide a stipend to Swift of \$80.00 per month (\$800.00 per year) for mobile phone expenses. The Board shall provide a stipend of \$5.00 per month (\$50.00 per year) for technology devices.

The Superintendent is required to travel to meetings within and outside the District, as such, Swift will be given a mileage stipend in the amount of \$360.00 per month (\$3,600.00 per year).

Swift shall be reimbursed such other expenses necessary to the performance of duties in accordance with Board Policies and Practices not to exceed \$1,500.00 annually.

Swift will represent the District as a member of the Lawrence Chamber of Commerce with membership costs paid by the District. Swift will maintain membership in at least one non-partisan Lawrence service club, the cost for which will be included in her reimbursable expenses subject to the above annual limit of \$1,500.00.

Swift will be reimbursed actual moving expenses not to exceed \$6,000.00. Swift shall provide receipts to document the actual moving expenses.

**9. *Consulting or Similar Services and Intellectual Property Rights***

During the term of the Contract, Swift shall not engage in professional activities outside the district, such as consulting, lecturing, writing, speaking, or product and services research and development.

The Board retains ownership of or interest in any copyright of publications or computer programs written or generated by Swift in the course of performing the duties specified in this Contract. Swift will assign to the District, without further consideration, Swift's entire right to any concept, idea or invention, whether or not subject to patent, copyright, trademark or trade secret protection under applicable law. Swift also acknowledges that all original works of authorship which are made by Swift (solely or jointly with others), within the scope of Swift's employment, and which are protectable by copyright, are "works made for hire," as defined in the United States Copyright Act. To the extent that any such works, developed within the scope of Swift's employment, by operation of law, is not a "works made for hire," Swift assigns to the District all right, title, and interest in and to such works and to any related copyrights. Swift shall promptly execute, acknowledge and deliver to the District all additional instruments or documents deemed at any time by the Board in its sole discretion to be necessary to carry out the intentions of this paragraph.

**10. *Termination and Contingencies***

This Contract and Swift's employment may be terminated in accordance with the following:

- (i) By the Board at any time prior to the expiration of the term or any extended term of this Contract, in any, for cause, which may include, but is not limited to, one or more of the following, each of which is materially prejudicial to the District:
  - a. Interim Superintendent's willful, grossly negligent or repeated failure to follow Board adopted Policies, Procedures and Regulations;
  - b. A breach of Interim Superintendent's fiduciary duties;
  - c. A material breach of this Agreement, whether or not intentional;
  - d. A conviction, a plea of guilty, or a plea of nolo contendere for any act or omission relating to Interim Superintendent's fraud, dishonesty, crime involving moral turpitude, and/or any other felony;
  - e. Engaging in acts which are defined as moral turpitude under state or federal laws and which would cause embarrassment to the District;
  - f. Actions involving willful malfeasance or negligence in the performance of Interim Superintendent's duties which could be materially and demonstrably injurious to the District;
  - g. Commission of an act of fraud, embezzlement, theft or material dishonesty against the District;
  - h. Except for leaves of absence protected by federal or state law, any absence from work by Interim Superintendent for more than ninety (90) days during the Contract period;
  - i. Interim Superintendent's unfitness to instruct or associate with children; and,
  - j. Suspension or revocation of Interim Superintendent's certification by the State Board of Education.

Reasons for any such proposed termination for cause shall be given in writing, and Swift will be entitled to appear before the Board to discuss such cause at a time and place reasonably specified by the Board. If Swift chooses to be accompanied by legal counsel at such meeting, Swift shall bear any costs involved, and the Board may have its legal counsel participate. Such meeting may be conducted in closed executive session, unless specifically

prohibited by law. The Board may suspend Swift from all duties, with full compensation, pending appearance before the Board at the time and place reasonably specified by the Board as above provided. The foregoing shall be in lieu of all other due process. All salary and benefits shall cease as of the date of actual termination if this Contract is terminated for an act of fraud, embezzlement, or theft against the District, or any other violation of the law that is harmful to its operations, including but not limited to a felony or any act involving moral turpitude (but excluding minor traffic violations). If Swift is terminated for cause, but for reasons other than provided for in the previous sentence, all salary and benefits will continue for two (2) months after the date of actual termination.

- (ii) By written request from Swift, provided the Board approves the resignation.
- (iii) If Swift becomes disabled and remains continuously so disabled for a period of 90 days, then the Board may terminate this Contract giving notice in writing to that effect during the continuance of such disability, such termination to take effect the later of (a) the last day of the month during which such notice is given or (b) the last day of such 90-day period, subject to compliance with the Americans with Disabilities Act.
- (iv) If Swift dies during the term of this Contract, the Board shall pay to Swift's estate the salary payable to Swift up to the end of the month in which the death occurs.
- (v) If the Contract is terminated by the Board without cause, then the Board shall pay Swift the balance of the payments due under this Contract.

#### **11. *Indemnification***

The board shall, in accordance with K.S.A. 75-6109, as amended, defend, hold harmless and indemnify Swift from any and all demands, claims, suits, actions, judgments,

expenses and attorneys' fees incurred in any legal proceedings brought against Swift in Swift's individual capacity or official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while Swift was acting in the course or scope of Swift's employment with the district. The district's obligation to indemnify, defend and hold Swift harmless under this paragraph survives the termination of this Employment Contract.

**12. *Miscellaneous***

This is a personal service Contract and may not be assigned, or rights under this Contract may not be assigned, by Swift.

The terms set forth in this Contract constitute the full and complete agreement between the parties concerning Swift's employment by the Board and may not be modified except in writing signed by both parties.

This Contract may be executed in counterparts, each of which shall be deemed an original, and all counterparts shall constitute one instrument.

[Signatures on Page 8]

The effective date of this Contract will be the later date when signed on behalf of the Board or by Swift.

THE BOARD OF EDUCATION  
UNIFIED SCHOOL DISTRICT NO. 497

\_\_\_\_\_  
Dr. Jeanice Kerr Swift

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: President, Board of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Janice Dunn, Acting Board Clerk

Date: \_\_\_\_\_