

EMPLOYMENT CONTRACT

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 Superintendent) enter this Employment Contract (hereinafter this “Contract”) as follows:

I. Recital

The Board and Superintendent desire to enter into an employment Contract employing Superintendent as Superintendent of Schools for the Board beginning July 1, 2025 through June 30, 2028.

II. Agreement

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

1. *Employment*

Superintendent agrees to be employed during the term of this Contract as the 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 July 1, 2025 through June 30, 2028, inclusive.

3. *Duties*

The duties and responsibilities of the 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 laws and regulations 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*

Superintendent shall receive an annual salary of \$235,000.00, payable monthly, with the first payment on July 20, 2025. In consideration of the salary received, Superintendent agrees to devote her full time and her best efforts and skills to faithfully perform the duties above described.

For the term of this Agreement, commencing July 1, 2026 and each July 1 thereafter, the Superintendent shall receive a 2% increase in her base salary, unless there are major (exceeding 0.5% projected annual revenue) reductions in local, state or federal revenues or an unforeseen financial crisis which adversely affects the funding of schools. If the board does not authorize at least a 2% increase to the pool of money allocated for compensation of employee groups, then Superintendent will not receive the 2% increase.

5. *Vacation, Sick, and Personal Leave*

The Superintendent shall be given twenty (20) days of paid vacation leave annually 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 (5) days of vacation leave may be taken at one time.

Vacation leave may accrue to a maximum of sixty (60) days. The Superintendent shall be allocated twelve (12) days of paid sick leave annually during the term of the Contract, which may accrue to a maximum of sixty (60) days. If the Superintendent has accumulated the maximum allowable vacation or sick leave, any additional leave

allocated for that year may be used but shall not be credited or carried forward, and any unused days beyond the maximum shall be forfeited.

Any unused sick leave from the 2024-2025 contract year shall be added to the Superintendent's accumulated sick leave balance. The Superintendent shall be given nine (9) days of personal leave annually during the term of the Contract with no accumulation. The Superintendent shall enter all leave (vacation, personal, or sick) into the District's absence management system. A leave usage report shall be provided to the Board President on a quarterly basis.

Upon resignation or retirement in good standing, the Superintendent shall be compensated for any accrued but unused vacation leave, not to exceed sixty (60) days, at the then-current daily rate, and for any accrued but unused sick leave at the same rate paid to other administrators in effect at the time of resignation or retirement. Vacation leave cannot be bought back prior to separation from the District.

6. *Evaluation*

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

7. *Certificate/License*

Superintendent 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*

Superintendent shall be provided a fully paid employee only health insurance (medical, dental, and vision) at District expense.

Superintendent shall be provided an employer contribution of \$1,250.00 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 Superintendent as salary.

Superintendent shall also be eligible for an additional 403(b) contribution of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) provided Superintendent completes the contract year. In the event of termination without cause prior to June 30, the Superintendent shall receive a prorated 403(b) contribution based on actual service worked. No 403(b) additional contribution shall be made if Superintendent voluntarily resigns prior to June 30 or is terminated for cause. If the additional contribution and/or the combined contributions exceed the IRS limitations for highly compensated employees, then the additional contribution will be reduced to the highest allowable level and the balance of the \$7,500.00 will be paid to Superintendent as salary.

The Superintendent is required to have a mobile phone that is accessible for communication with the district, and the Board shall provide a stipend to Superintendent of \$80.00 per month (\$960.00 per year) for mobile phone expenses. The Board shall provide a stipend of \$5.00 per month (\$60.00 per year) for technology devices.

The Superintendent is required to travel to meetings within and outside the District, as such, Superintendent will be given a mileage stipend in the amount of \$360.00 per month (\$4,320.00 per year).

Superintendent 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. The board may approve expenses in excess of \$1,500.00 if, in the board's sole discretion, such expenses are necessary for Superintendent to effectively perform the duties of the position.

Superintendent will represent the District as a member of the Lawrence Chamber of Commerce with membership costs paid by the District.

Superintendent shall be eligible for an annual retention bonus in the amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) per contract year, payable by June 30 of each year, contingent upon the Superintendent's continued employment with the Board through the full contract year (July 1 – June 30). If Superintendent's employment is terminated by the Board without cause prior to June 30 of a contract year, Superintendent shall receive a prorated amount based on the actual time worked. No retention bonus shall be payable if Superintendent voluntarily resigns prior to June 30 or is terminated for cause.

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

During the term of the Contract, Superintendent shall be permitted to engage in professional activities outside the district, such as consulting, lecturing, writing, speaking, or product and services research and development with prior approval of the board. Superintendent must use vacation or personal leave to conduct such activities.

The Board retains ownership of or interest in any copyright of publications or computer programs written or generated by Superintendent in the course of performing the duties specified in this Contract. Superintendent will assign to the District, without

further consideration, Superintendent's entire right to any concept, idea or invention, whether or not subject to patent, copyright, trademark or trade secret protection under applicable law. Superintendent also acknowledges that all original works of authorship which are made by Superintendent (solely or jointly with others), within the scope of Superintendent'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 Superintendent's employment, by operation of law, is not a "works made for hire," Superintendent assigns to the District all right, title, and interest in and to such works and to any related copyrights. Superintendent 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 ensuring District ownership of such property developed as part of Superintendent's duties.

Superintendent shall retain ownership, including the intellectual property rights associated with any written product or deliverable, provided such written product was not developed during Superintendent's contracted duties, as part of contractual responsibilities, or at the direction of the board.

10. *Termination and Contingencies*

This Contract and Superintendent'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. Superintendent's willful, grossly negligent or repeated failure to follow Board adopted Policies, Procedures and Regulations;
- b. A breach of 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 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 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 Superintendent for more than ninety (90) days during the Contract period;
- i. Superintendent's unfitness to instruct or associate with children; and,
- j. Suspension or revocation of Superintendent's certification by the State Board of Education.

Reasons for any such proposed termination for cause shall be given in writing, and Superintendent will be entitled to appear before the Board to discuss such cause at a time and place reasonably specified by the Board. If Superintendent chooses to be accompanied by legal counsel at such meeting, Superintendent 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 Superintendent 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 Superintendent 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 Superintendent, provided the Board approves the resignation.
- (iii) If Superintendent 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 Superintendent dies during the term of this Contract, the Board shall pay to Superintendent's estate the salary payable to Superintendent 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 Superintendent the balance of the payments due under this Contract.

II. Indemnification

The board shall, in accordance with K.S.A. 75-6109, as amended, defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought

against Superintendent in Superintendent's individual capacity or official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while Superintendent was acting in the course or scope of Superintendent's employment with the district. The district's obligation to indemnify, defend and hold Superintendent 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 Superintendent.

The terms set forth in this Contract constitute the full and complete agreement between the parties concerning Superintendent'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.

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

THE BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 497

By: _____
Dr. Jeanice Kerr Swift Superintendent

Date: _____

By: _____
Kelly Jones, President, Board of Education

Date: _____

ATTEST:

Janice Dunn, Acting Board Clerk

Date: _____