

## SUPERINTENDENT EMPLOYMENT CONTRACT

This Agreement is made this 5<sup>th</sup> day of May, 2015, between the Board of Education of Unified School District No. 266, Maize, Sedgwick County, Kansas, (hereinafter the "Board") and Chad Higgins (hereinafter the "Superintendent"), as ratified by a resolution adopted at the regular meeting of the board held on the 5<sup>th</sup> day of May, 2015.

IT IS AGREED AS FOLLOWS:

1. **Employment**

The Superintendent is hereby hired and retained as the superintendent of schools of Unified School District No. 266, Maize, Sedgwick County, Kansas.

2. **Term of Contract**

This Agreement shall be for a term not to exceed two years, commencing the 1st day of July, 2015 and ending on the 30th day of June, 2017. The parties may, by agreement, enter into subsequent Agreements to replace the initial Agreement. Such Agreement would void the existing Agreement.

3. **Duties**

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

The Superintendent shall devote his full time, skills, labor and attention to the district during the tenure of this Agreement. The Board and Superintendent recognize that the demands of this position require the Superintendent to work long and irregular hours which are difficult to specify with exactitude. Such duties shall also include, but not be limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference.

4. **Salary**

The Superintendent shall receive a salary of One Hundred Sixty Five Thousand Dollars (\$165,000) per annum, paid in at least twenty four (24) 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 Agreement, and to perform faithfully the duties of superintendent of schools. There will be no additional compensation for added assignments requiring increased time and responsibilities such as service as a member or officer on a joint powers agency, board, or as a negotiator in collective bargaining.

5. **Evaluation**

The Board shall annually evaluate the Superintendent according to the procedures 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 Agreement is executed.

It shall be the responsibility of the Superintendent to schedule the meeting and to place on the agenda the items required in order to complete the evaluation procedure in this Agreement. Failure to follow this procedure shall not affect the authority of the Board to terminate this Agreement and dismiss the Superintendent under any provisions of law or this

Agreement.

**6. Certificate**

The Superintendent shall furnish to the Board and maintain a valid Kansas certificate to act as superintendent of schools, in accordance with Kansas law and Kansas State Department of Education regulations.

**7. Benefits**

The Superintendent shall be provided the following benefits:

**A. Vacation Leave.**

The Superintendent shall be given 20 days paid vacation leave annually. Without prior approval of the Board, no more than 5 days' vacation leave may be taken at one time. Vacation leave shall accumulate to a maximum of 40 days. 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 30th is forfeited and no additional compensation shall be paid. Upon retirement, the Superintendent shall be paid up to 40 days for unused vacation leave at the daily rate upon retirement.

**B. Sick Leave.**

The Superintendent shall be given 16 days paid sick leave annually. Sick leave shall accumulate to a maximum of 100 days. In the event the Superintendent is terminated or resigns prior to the end of this contract period any sick 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 sick leave remaining on June 30th is forfeited and no additional compensation shall be paid. Upon retirement, the Superintendent shall be paid up to 100 days for unused sick leave at the rate of other certificated/licensed employees, which is currently set at \$50.00 per day.

**C. Health Insurance.**

The Board shall provide medical insurance expenses and hospitalization insurance for the Superintendent (and spouse or family) pursuant to the following provisions:

The Board agrees to provide the Superintendent the medical, dental and prescription insurance coverage plans provided to other certificated/licensed employees, which is a current allowance of \$200.00 per month.

**D. Vehicle Allowance**

The Superintendent shall receive a monthly vehicle allowance in the amount of \$500.00 per month and, within the amounts of the approved budget, the Superintendent shall, subject to Board approval, be compensated for actual and necessary travel expenses incurred in his capacity as superintendent for travel distances in excess of One Hundred (100) miles from the district boundaries.

**E. Personal Technology**

The Superintendent shall receive a cell phone allowance of \$70.00 per month for a smart phone (voice/email) or \$35.00 for voice only phone. The Superintendent shall also receive a personal computer and other technology as provided to other administrators as

approved by the Board.

**F. 403(b)**

The Board, at the request of the Superintendent and in accordance with state laws, shall withhold from the Superintendent's salary and transfer an amount of salary annually, semi-annually, or monthly, said amount to be determined by the Superintendent, permitting the Superintendent to participate, if he chooses, in a tax deferred annuity program of his choosing.

**G. Development/Memberships**

The Superintendent shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be incurred by the District in accordance with Board Policies. The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. Dues to Board approved professional organizations shall be paid by the Board.

**8. Consulting or Similar Services**

The Superintendent may, in limited circumstances, be permitted to perform or undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations, with or without compensation, provided that they do not interfere with, or conflict with the Superintendent's performance of his duties under this Agreement and further provided such activities or services are pre-approved in writing by the Board. The determination of the Board as to whether or not such other work interferes or conflicts with the Superintendent's duties and responsibilities under this Agreement shall be conclusive.

**9. Intellectual Property Rights**

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

**10. Termination and Notice of Renewal or Non-renewal**

A. This Agreement may be terminated by either party in accordance with the following provisions:

1. Liquidated damages not imposed:

a. During the first year of the initial contract period, the Board may terminate the contract by providing written notice on or before the applicable date set forth by the Kansas legislature, of the first year. The Superintendent may terminate the contract by providing written notice of termination on or before the applicable date set forth by the Kansas legislature, of the first year. The contract shall terminate as of June 30 of the first year and neither party shall have any further liability to perform under the terms of the contract.

b. During the final year of the current Agreement period the Board may non-renew the Agreement by providing written notice on or before the applicable date set forth by the Kansas legislature, of the final year. The Superintendent may non-renew the Agreement by providing written notice on or before the applicable date set forth by the Kansas legislature, of the final year. Upon providing

written notice of non-renewal, the Agreement shall terminate as of June 30 of the final year and neither party shall have any further liability to perform under the terms of the Agreement.

2. Liquidated damages imposed:
  - a. If the Superintendent provides written notice to the Board requesting termination of the Agreement during the first year of the contract period, the Board may grant the request upon payment of liquidated damages by the Superintendent in an amount to be determined by the Board of up to an amount equal to Two (2) month's salary.
  - b. If the Superintendent provides written notice to the Board requesting termination of the Agreement period prior to June 30 of the final year of the contract period, the Board may grant the request upon payment of liquidated damages by the Superintendent in an amount to be determined by the Board of up to an amount equal to Two (2) month's salary.
3. The Board of education may waive liquidated damages.

**B. Notice of Renewal or Non-renewal**

Written notice shall be provided to the Superintendent by the Board in accordance with Kansas law of the Board's intention to renew or not renew the Agreement.

The Superintendent shall provide written notice to the Board in accordance with Kansas law of the Superintendent's intention to accept or reject renewal of an

Agreement of employment. The parties may enter into subsequent Agreements to replace a current Agreement.

**11. 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 Agreement 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.
- C. In addition to the breach of this Agreement, the Superintendent may be discharged for insubordination, neglect of duty, immoral conduct, violation of the school laws of the state or policies of the school Board, excessive or unreasonable absence from duty, arrest or conviction of a felony or crime involving moral turpitude or conduct prejudicial to good order and discipline or likely to bring the district or Superintendent public disgrace. 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.

**12. Residence**

The Superintendent shall, within ninety (90) days of the commencement of this Agreement, unless extended by the Board, reside and be domiciled within the boundaries of the school district during the term of this Agreement.

**13. Entire Agreement**

This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and any and all other agreements, understandings, or representations by either party hereto, whether oral or written, are hereby superseded, terminated, and canceled in their entirety and are of no further force or effect. This Agreement shall not be considered accepted, approved or otherwise effective upon the Board until signed by the president of the Board or his designee and ratified by the Board at a regular or special meeting of the Board.

**14. Duplicates and Counterparts**

This Agreement may be executed in duplicate or counterparts, each of which shall be deemed to be an original, and each of which together shall constitute one and the same instrument.

**15. Captions**

Captions and section headings used herein are for convenience only and are not a part of this Agreement, and shall not be used in construing it.

**16. Severability**

If any term or provision herein, or the application thereof to any person, entity or circumstances shall to any extent be invalid or unenforceable, in any pertinent jurisdiction, such term or provision shall be modified to the minimum extent necessary to be valid and enforceable, and the remainder hereof shall not be affected. The Agreement and assignment thereof are subject to change or termination by the Kansas legislature.

**17. Choice of Law**

This Agreement shall be deemed to have been entered into in the State of Kansas, and all questions concerning the validity, interpretation or performance of any of its terms or provisions, or of any rights or obligations of the parties hereof, shall be governed by and resolved in accordance with the internal laws of the State of Kansas, including, without limitation, the statute of limitations.

**18. Choice of Venue**

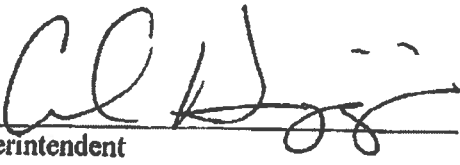
All disputes arising under this Agreement shall be submitted to the Kansas State Court for the County of Sedgwick which shall have subject matter jurisdiction over the claim or controversy or to the United States District Court for the District of Kansas, sitting in Wichita, Kansas. Each party expressly consents to the exercise of personal jurisdiction by the Sedgwick County, Kansas State Court or by the United States District Court for the District of Kansas, sitting in Wichita, Kansas, and expressly consent to service of process by either certified mail or registered mail and waive any objections to venue.

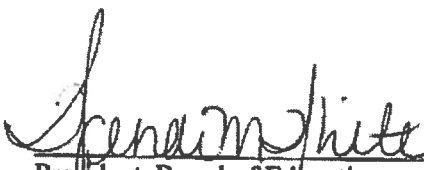
**19. Waiver of Remedies**

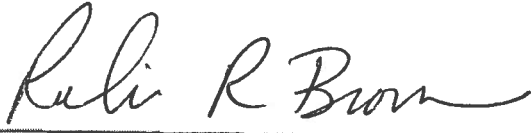
No right, power or remedy under this Agreement may be waived, except upon written approval of the other party.

**20. All Amendments in Writing**

This Agreement may not be amended, modified, altered or changed in any respect except in writing signed by the parties hereto.

  
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Superintendent

  
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President, Board of Education  
Unified School District No. 266

  
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Clerk, Board of Education  
Unified School District No. 266