

BLUE VALLEY  
UNIFIED SCHOOL DISTRICT NO. 229

**SECOND AMENDED AND RESTATED  
SUPERINTENDENT EMPLOYMENT CONTRACT**

THIS SECOND AMENDED AND RESTATED SUPERINTENDENT CONTRACT is made effective the 1st day of July, 2022, by and between the **Board of Education of Unified School District No. 229, Johnson County, State of Kansas**, hereinafter referred to as “Board,” and **Dr. Tonya Merrigan**, hereinafter referred to as “Superintendent.”

For and in consideration of the promises, covenants, and agreements herein made and contained, the parties agree as follows:

1. TERM. This Second Amended and Restated Agreement shall be in effect from July 1, 2022, through and including June 30, 2025, unless earlier terminated in accordance with the provisions of this Agreement.

2. APPOINTMENT. Dr. Merrigan is hereby appointed and employed by the Board as Superintendent of Schools for Unified School District No. 229, Johnson County, State of Kansas, hereinafter referred to as “School District.”

3. DUTIES OF SUPERINTENDENT. Superintendent shall have charge of the administration of the schools under the direction of the Board. She shall be the chief executive officer of the School District; shall direct and assign teachers and other employees of the School District under her supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District; shall select all personnel, subject to the approval of the Board; shall, from time-to-time, suggest policies, regulations, rules, and procedures deemed necessary for the well-ordering of the School District; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time-to-time. The Board, individually and collectively, shall promptly refer to Superintendent all criticism, complaints, and suggestions called to its attention. Superintendent is responsible to the total Board and shall act according to majority direction from the Board. This is not to be construed to mean that individual Board members cannot request and receive timely information from the Superintendent. Superintendent shall have the authority and responsibility to develop new programs, administrative procedures, and make other administrative changes necessary for him to carry out her duties to the extent not inconsistent with Board policy or directives of law.

4. PROFESSIONAL GROWTH OF SUPERINTENDENT. The Board encourages the continued professional growth of Superintendent through her participation, as she may determine, in:

(a) The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

(b) Seminars and courses offered by public or private educational institutions; and

(c) Informational meetings with other persons and visitations to other school districts whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities to the School District.

To encourage professional growth of Superintendent, the Board shall permit a reasonable amount of release time for Superintendent to attend such activities. The Board and Superintendent shall jointly determine which professional organizations Superintendent will join and the School District shall pay annual membership fees and reasonable travel and subsistence expenses as approved by the Board.

5. COMPLIANCE WITH LAWS AND DIRECTIONS. In the exercise of her duties and responsibilities, Superintendent agrees to comply with the laws and regulations of the United States and the State of Kansas. In addition, Superintendent agrees to comply with and enforce such policies, rules, and regulations as are from time-to-time adopted by the Board and to follow the directions of the Board.

6. SALARY. In consideration of the agreements contained herein and the services to be performed under this Agreement, Superintendent's current annual salary shall be Two Hundred Sixty-Six Thousand, Three Hundred, Seven Dollars and Sixty Cents (\$266,307.60), payable in equal semi-monthly installments during the term of this Agreement, and shall be subject to the annual administrator salary increase. Superintendent's salary shall be subject to withholding taxes and such other deductions as may be required by law. Any salary due and owing to Superintendent for less than a full month shall be determined and paid on a per diem basis at One Thousand Twenty-Four Dollars and Twenty-Six Cents (\$1024.26) per day. The parties agree that the salary stipulated in this paragraph shall be reviewed and appropriate adjustments made in such salary on or before the 30th day of June, 2023, and the 30th day of June of each year thereafter during the term of this Agreement. In no event shall the salary stipulated in this paragraph be reduced during the term of this Agreement.

7. ADDITIONAL BENEFITS. In addition to the salary provided for herein, the School District shall provide Superintendent with access to a comprehensive benefits

program sponsored by the School District and consisting of family health insurance, family dental insurance, family vision insurance, a tax sheltered annuity plan, an individual term life insurance policy, a Section 125 Plan, long-term disability insurance, and membership in the Kansas Public Employees Retirement System (KPERS). Benefits typically become effective the first day of the month following 30 days from the date Superintendent enrolls in the plans, but eligibility requirements do vary on a plan-by-plan basis. The parties agree that the benefits stipulated in this paragraph shall be reviewed and appropriate adjustments made to such fringe benefits on or before June 30, 2023, and on or before the 30th day of June of each year thereafter.

8. TRANSPORTATION ALLOWANCE. School District shall pay to Superintendent the sum of One-Thousand Dollars (\$1,000.00) each month commencing in July, 2022, and continuing each month thereafter until the termination of this Agreement (hereinafter "Transportation Allowance"). The purpose of the Transportation Allowance is to reimburse Superintendent for all expenses incurred in providing transportation for the performance of her employment duties and responsibilities within the School District, including, but not limited to, automobile insurance, automobile maintenance and depreciation, personal property taxes, gasoline, oil, and automobile lease payments. Superintendent shall not be entitled to reimbursement for mileage. Additionally, when the Superintendent travels outside the School District in the performance of her employment duties and responsibilities, the School District will reimburse Superintendent for reasonable travel expenses such as airfare, automobile rental, parking, tolls, taxis, and other such travel expenses. The Transportation Allowance shall be paid in equal, semi-monthly installments at the same time salary is paid each month. Reimbursement for travel outside the School District shall be paid after the expense reimbursement has been requested and approved. The expense reimbursement stipulated in this paragraph shall be reviewed and appropriate adjustments made on or before the 30th day of June, 2023, and the 30th day of June of each year thereafter.

9. COMMUNICATIONS ALLOWANCE. School District shall pay to Superintendent a communication allowance of One Hundred Fifty Dollars (\$150.00) each month commencing in July, 2022. This allowance shall be paid in equal, semi-monthly installments at the same time salary is paid each month. The allowance stipulated in this paragraph shall be reviewed and appropriate adjustments made on or before the 30th day of June, 2023, and the 30th day of June of each year thereafter.

10. ANNUAL VACATION. During each twelve-month period of this Agreement, Superintendent shall be entitled to vacation of twenty (20) working days. Vacation days not utilized may be accumulated by Superintendent to a maximum of forty (40) working days. On July 15, 2023, and on the 15th day of July of each year thereafter, the School District will calculate the Superintendent's accrued and unused vacation days. Any vacation days in excess of forty (40) days, as of July 15, will be forfeited. When

Superintendent leaves the employment of the School District, Superintendent shall be entitled to payment for any unused vacation days at the rate of Superintendent's per diem salary as specified in paragraph 6 of this Agreement.

11. TEMPORARY AND PERSONAL ILLNESS LEAVE. Superintendent shall be entitled to receive the same paid temporary leave and personal illness leave as is provided to other administrators pursuant to Board policy. Superintendent shall not be entitled to compensation for accumulated and unused temporary leave or personal illness leave.

12. CONSULTING LEAVE. During each twelve-month period of this Agreement, or any extension thereof, Superintendent shall be entitled to ten (10) days of leave for professional activities outside the School District, such as consulting, lecturing, writing, speaking, or product and services research and development. The Superintendent shall be entitled to retain any compensation or expense reimbursement she receives as a result of such professional activities.

13. DISABILITY. Should Superintendent be unable to perform a substantial portion or all of her duties by reason of illness, accident or other cause beyond her control, and should said disability exist beyond that period of time during which Superintendent is entitled to take sick leave or vacation leave, or both; or if said disability is total, permanent, irreparable and of such nature as, based upon competent medical opinion, will make the performance of her duties impossible, the Board may, at its option, terminate this Agreement by delivering written notice to Dr. Merrigan or her duly appointed representative.

14. PROFESSIONAL LICENSE. Superintendent agrees that she will continuously, during the term of this Agreement, maintain on file with the School District a valid Kansas Superintendent's License.

15. INDEMNIFICATION. The Board agrees to indemnify and hold Superintendent harmless from any expense or liability she may incur, in her individual capacity or as an agent and employee of the School District, as the result of claims, demands, suits, actions, and other legal proceedings asserted against Superintendent by virtue of her position as Superintendent or arising out of actions taken within the scope of her authority and employment duties. Appropriate liability insurance coverage shall be provided, at School District expense, for the benefit of Superintendent. In no event will individual Board members be personally liable for indemnifying Superintendent under the provisions of this paragraph. If a conflict exists between the legal position of the Superintendent and the legal position of the School District, Superintendent may, with the consent of the Board, engage separate counsel for her defense. In that event, the School District will pay all reasonable attorneys' fees and other expenses incurred for defense of Superintendent.

16. TERMINATION OF AGREEMENT. This Agreement may be terminated by the Board if:

- (a) the terms hereof are breached by Superintendent;
- (b) the treasury of the School District is, at any time, without funds sufficient to pay the salary stipulated herein;
- (c) sufficient funds are not available in the budget of the School District, when adopted, to pay the salary specified herein;
- (d) the schools of the School District are closed due to unavoidable causes; or
- (e) other just cause exists for termination of this Agreement.

In the event Superintendent breaches this Agreement, she will relinquish and forfeit all unused vacation leave for the current school year.

The Superintendent may terminate this Agreement with the written consent of the Board. If Superintendent desires to terminate this Agreement, she shall give written notice to the Board, on or before the 1<sup>st</sup> day of April of the current school year, of her desire to terminate the Agreement at the end of the current school year. By mutual agreement of the parties, they may waive the notice requirement above.

17. EVALUATION. At least once each year during the term of this Agreement, the School Board shall evaluate and assess in writing the performance of Superintendent. Any such evaluation and assessment shall be reasonably related to the duties and responsibilities of Superintendent and the goals and objectives of the School District for the year in question. The Board and Superintendent shall meet in executive session for the purpose of evaluating the performance of Superintendent. In the event the Board determines that the performance of Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to Superintendent. Superintendent shall have the right to make a written response to such evaluation. That response shall become a permanent addition to Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation to Superintendent, the Board shall meet with Superintendent to discuss the evaluation.

18. PERFORMANCE-BASED COMPENSATION. The Board and Superintendent agree that compensation for Superintendent should be increased in the event Superintendent performs her employment duties and responsibilities in an exemplary manner. Therefore, the parties agree to establish a performance-based

compensation plan for Superintendent. If the Board determines that Superintendent has demonstrated exemplary performance of her employment duties, Superintendent may be paid a stipend equal to the amount of performance-based compensation to which the Board determines she is entitled, not to exceed Thirty-Five Thousand Dollars (\$35,000.00) per year. Performance-based compensation may be paid in installments throughout the year, or in a lump payment. However, nothing in this section is intended to suggest or imply that Superintendent will not be entitled to a salary increase in the next school year if she fails to demonstrate exemplary performance of her employment duties.

Nothing in this section is intended to preclude the Board from establishing project-based goals and objectives for the Superintendent and paying performance-based compensation to the Superintendent for achievement of those project-based goals and objectives.

19. GENERAL ADMINISTRATIVE OPERATIONAL AUTHORITY.

Superintendent shall have general administrative operational authority in the areas of instruction, assessment, school operations, general curriculum matters, personnel, financial and business services, and general capital improvements. Superintendent will make appropriate recommendations to the Board before action is taken with regard to significant curriculum matters, site acquisitions, new building design, debt structure, legal strategy with respect to litigation, and matters likely to have significant and widespread impact on the community or to represent significant changes in policy or practice. Recommendations for personnel appointments shall be made by Superintendent. She shall make decisions regarding personnel with regard to the effect on students and educational outcomes.

20. COMMUNICATIONS WITH THE COMMUNITY. Superintendent, or her designee, will be the official spokesperson for the School District on all administrative matters. This does not in any way prohibit individual Board members from fulfilling their responsibilities for communications and public information as elected public officials.

21. SUPERINTENDENT AS BOARD COMMITTEE MEMBER.

Superintendent, or her designee, shall be a member of all committees of the Board. The role of the Superintendent, or her designee, will be to represent the administration at committee meetings and to coordinate with the committee chairpersons on committee agenda items, information gathering, and preparation of committee recommendations.

22. ANNUAL PHYSICAL EXAMINATION. At least annually during the term of this Agreement, Superintendent shall have performed a comprehensive physical examination by a licensed medical doctor of her choice. School District shall reimburse Superintendent for the uninsured cost of that physical examination in an amount not to exceed One Thousand Dollars (\$1,000.00) Upon request, the Board shall have the right to receive results of that examination and information concerning any medical problems

revealed by the examination. Superintendent shall provide timely written notice to the Board of any physical or mental condition which could materially and adversely affect the performance of Superintendent's employment duties.

23. WAIVER. It is hereby agreed by and between the parties that nothing in this Agreement shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party under the laws of the State of Kansas, except as otherwise expressly herein stated.

24. BINDING EFFECT. Both parties represent that they fully understand the terms and conditions of this Agreement.


25. ENTIRE AGREEMENT. This Agreement contains the entire understanding and agreement of the parties hereto regarding the subject matter. Any oral understanding or agreement between the parties, made prior to or subsequent to this Agreement, shall have no force or effect. This Agreement may be altered or amended by consent of both parties, but any such alteration or amendment shall be in writing and signed by both parties. This Agreement supersedes all prior employment agreements between the parties hereto.

26. INTERPRETATION OF AGREEMENT. This Agreement is made and executed in Johnson County, Kansas; and shall be construed in accordance with and interpreted under the laws of the State of Kansas.

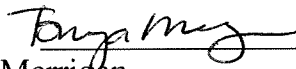
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IN WITNESS WHEREOF, Superintendent and the Board of Education, acting by the President of the Board and being duly authorized, do execute this Agreement as of the date first above mentioned.

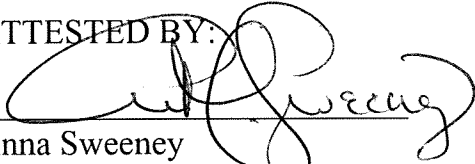
BOARD OF EDUCATION,  
UNIFIED SCHOOL DISTRICT No. 229

  
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Patrick Hurley  
President, Board of Education

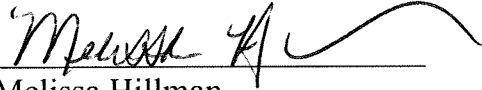
SUPERINTENDENT

  
\_\_\_\_\_  
Dr. Tonya Merrigan

ATTESTED BY:

  
\_\_\_\_\_  
Anna Sweeney  
Clerk, Board of Education

Approved as to Form:

  
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Melissa Hillman  
Board Attorney