

# **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. Anthony Lewis (hereinafter Lewis) enter this Employment Contract (hereinafter this “Contract”) as follows:

### **I. Recital**

The Board and Lewis desire to enter into an employment Contract employing Lewis as Superintendent of Schools for the Board beginning July 1, 2021 through June 30, 2024.

### **II. Agreement**

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

**1.     *Employment***

Lewis 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 three school years commencing July 1, 2021, and extending through the end of the 2023-2024 school year, June 30, 2024.

**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 law of the State of Kansas upon superintendents of schools; and such other duties as may be assigned to him from time to time by the Board.

**4. *Salary***

Lewis shall receive an annual salary of \$226,530.00 payable monthly, with the first payment on July 20, 2021. In consideration of the salary received, Lewis agrees to devote his full time and his best efforts and skills to faithfully perform the duties above described. The Board may during the term of this Contract provide Lewis with increases in his salary as it may from time to time determine appropriate.

**5. *Vacation and Sick Leave***

Lewis shall be given twenty (20) days paid vacation leave annually in addition to legal holidays recognized by the District, providing the annual allocation does not exceed forth (40) days. Vacation leave may accumulate up to a maximum of forty (40) days. On July 1 of each year, Lewis' leave balance will be reviewed and the vacation balance will be increased by the number of days necessary to achieve the maximum accumulation of forty (40) days, but in no event shall the annual allocation exceed twenty (20) days. Without prior approval of the Board President, no more than five days of vacation leave may be taken at one time. The maximum number of vacation days Lewis may take in one twelve-month period shall not exceed forty (40) days.

Lewis shall be given twelve days paid sick leave annually. Total sick leave may be accumulated to a maximum of 260 days. Upon leaving employment with the Board, Lewis will be paid for unused sick leave at the rate established for payment of unused illness leave in Article 28 of the Master Agreement between the board and the Lawrence Education Association.

Upon leaving employment, Lewis will be paid for unused vacation leave at Lewis' daily rate of compensation as of the date Lewis' employment ends.

**6. Evaluation**

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

**7. Certificate/License**

Lewis shall promptly upon execution of this Contract furnish the Board an Employer's Copy of his 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**

Lewis shall be provided full family health, dental, and vision insurance at District expense. Further, he shall be provided an employer contribution of \$600 per month (\$7,200 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 \$7,200 per year will be paid to Lewis 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 Lewis of \$80 per month (\$960 per year) for mobile phone expenses. The Board shall provide a stipend of \$5 per month (\$60 per year) for technology devices.

The Superintendent is required to travel to meetings within and outside the District, as such, Lewis will be given a reimbursement for mileage in the amount of \$360 per month (\$4,320 per year).

Lewis shall be reimbursed such other expenses necessary to the performance of his duties in accordance with Board Policies and Practices not to exceed \$2,000 annually.

Lewis will represent the District as a member of the Lawrence Chamber of Commerce with membership costs paid by the District. Lewis will maintain membership in at least one non-partisan Lawrence service club, the cost for which will be included in his reimbursable expenses subject to the above annual limit of \$2,000.

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

During each twelve-month period of this Employment Contract, or any extension thereof, Lewis shall be entitled to take up to ten (10) days of Professional Leave to engage in professional activities outside the district, such as consulting, lecturing, writing, speaking, or product and services research and development. Lewis shall be entitled to retain any compensation or expense reimbursement resulting from such professional activities, including the intellectual property rights associated with any written product provided such written product was not developed during Lewis' contracted duties, as part of Lewis' contractual responsibilities, or at the direction of the board. Professional Leave shall not accumulate and is not subject to reimbursement if not used during each twelve-month period.

The Board retains ownership of or interest in any copyright of publications or computer programs written or generated by Lewis in the course of performing the duties specified in this Contract. Lewis will assign to the District, without further consideration, Lewis's entire right to any concept, idea or invention, whether or not subject to patent, copyright, trademark or trade secret protection under applicable law. Lewis also acknowledges that all original works of authorship which are made by Lewis (solely or jointly with others), within the scope of Lewis'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 Lewis' employment, by

operation of law, is not a “works made for hire,” Lewis assigns to the District all right, title, and interest in and to such works and to any related copyrights. Lewis 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 Lewis’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, 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 any twelve (12) month 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 Lewis will be entitled to appear before the Board to discuss such cause at a time and place reasonably specified by the Board. If Lewis chooses to be accompanied by legal counsel at such meeting, he 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 Lewis from his 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 Lewis is terminated for cause, but for reasons other than provided for in the previous sentence, all salary and benefits will continue for three (3) months after the date of actual termination. Lewis shall be paid for any accumulated vacation and illness leave as specified in Paragraph "5." of this Employment Contract.

(ii) By written request from Lewis, provided the Board approves the resignation. Lewis shall be paid for any accumulated vacation and illness leave as specified in Paragraph "5." of this Employment Contract.

(iii) If Lewis 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 Lewis dies during the term of this Contract, the Board shall pay to Lewis' estate the salary payable to Lewis 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 Lewis the balance of the payments due under this Contract. Lewis shall be paid for any accumulated vacation and illness leave as specified in Paragraph "5." of this Employment Contract.

## **11. Indemnification**

The board shall, in accordance with K.S.A. 75-6109, as amended, defend, hold harmless and indemnify Lewis from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Lewis in his individual capacity or official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while Lewis was acting in the course or scope of his employment with the district. The district's obligation to indemnify, defend and hold Lewis 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 Lewis.

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

THE BOARD OF EDUCATION  
UNIFIED SCHOOL DISTRICT NO. 497

Anthony Lewis, Ph.D.  
Dr. Anthony Lewis

By: Erica Hill  
By: Erica Hill  
Title: President, Board of Education

Date: 7/14/21

Date: 7/14/2021

ATTEST:

Alyse Donnell  
Alyse Donnell, Board Clerk

Date: 7/14/21