

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Employment Contract ("Contract") is entered into by and between the Board of Education of Shawnee Mission Unified School District No. 512, Johnson County, Kansas (the "Board" or the "District") and Dr. Michelle Hubbard ("Superintendent").

1. **TERM.** This Contract is in effect from July 1, 2022, through and including June 30, 2025, unless earlier terminated in accordance with the provisions of this Contract. Unless the Board or Superintendent has given written notice of non-renewal on or before December 31 of each year, this Contract will be automatically extended for one (1) additional year from the previous termination date of this Contract. Superintendent's employment is for 12 months during the fiscal year, in accordance with the 261-day work calendar for administrators as adopted or amended by the Board ("261-Day Work Calendar").

2. **COMPENSATION.** For and in consideration of the agreements contained herein and the services to be performed under this Contract, Superintendent will receive the following compensation:

a. **Salary.** Superintendent will receive an annual base salary of Two Hundred Sixty Thousand One Hundred Dollars (\$260,100.00) for the 2022-23 fiscal year. The annual base salary will be reviewed annually and may be increased by up to the same percentage that the base salary for certified staff is increased in each subsequent year of this Contract. In the event that any base salary increase provided to Superintendent is not determined until after the first day of a fiscal year, any salary increase awarded to Superintendent for the applicable fiscal year will be retroactive to the first day of the fiscal year.

Superintendent's salary is payable in equal installments over 12 months. Superintendent's salary will be subject to withholding taxes and other deductions as may be authorized by law or policy. Any salary due and owing to Superintendent for less than full month will be paid on a per diem basis based on the 261-Day Work Calendar.

b. **Retention Incentive.** Superintendent will receive, as a retention incentive, the amount of Ten Thousand Dollars (\$10,000.00) following notification and agreement for her annual renewal of this Contract and execution of a new Term as provided for in ¶ 1.

c. **Automobile Allowance.** Superintendent will receive One Thousand Dollars (\$1,000.00) per month to offset all necessary vehicle operating expenses for local travel required to perform Superintendent's job duties and responsibilities within a 75-mile radius of the District's central office. Superintendent will not be eligible for a mileage reimbursement for any travel within a 75-mile radius of the District's central office. This allowance will be included in Superintendent's taxable income to the extent required by law.

d. **Communication Allowance.** Superintendent will receive Sixty Dollars (\$60.00) per month to offset the cost of mobile communication services (cell phone and data plan) in order to meet job duties and expectations for conducting District business. This allowance will be included in Superintendent's taxable income to the extent required by law.

3. **BENEFITS.** Superintendent will be eligible for the standard benefits that are provided to all District administrators pursuant to policies and procedures adopted and amended from time to time by the Board. In addition, Superintendent is eligible for the following benefits:

a. **Health, Dental, and Vision Insurance.** Superintendent will be covered under the District's health, dental and vision insurance as available and provided to other eligible employees. Superintendent will be paid, as additional compensation, an amount equal to the highest amount

charged for family health, dental and vision insurance coverage by District's health insurance plan, less the cost of the premium paid directly to the carrier by the District as permitted under the terms of the insurance plan and federal or state law, which amount will be included in Superintendent's taxable income to the extent required by law. Upon resignation or termination, Superintendent may elect to have the District continue health, dental and vision insurance until the end of that calendar year (December 31), as permitted under the terms of the insurance plans and federal or state law, which amount will be included in Superintendent's taxable income to the extent required by law.

- b. **Life Insurance.** Superintendent will be provided a term life insurance policy with a death benefit of at least \$255,000.00, with the beneficiary or beneficiaries thereof designated by Superintendent.
- c. **Leave.** The Superintendent shall be entitled to those annual leave days as are specified for winter break and spring break according to the official school calendar. Additionally, the Superintendent will be entitled to thirty-one (31) days of paid leave during each fiscal year of this Contract, but if Superintendent is hired after July 1 or resigns or retires before June 30 in any fiscal year, Superintendent's leave days will be prorated in accordance with the 261-Day Work Calendar. Unused leave days may be carried forward at the end of each fiscal year. Superintendent may elect, at the end of each fiscal year, to be paid on a per diem basis based on the 261-Day Work Calendar for up to five (5) days of accumulated, but unused leave. Upon resignation or termination, Superintendent will be paid on a per diem basis based on the 261-Day Work Calendar for any unused leave carried forward and any current year leave accrued up to a maximum of sixty (60) days. Upon successful completion of her third year as Superintendent, Superintendent may be granted a sabbatical leave of up to thirty (30) days with the timing of such leave to be mutually agreed upon in writing between Superintendent and the Board.
- d. **Retirement and Deferred Compensation Plans.** In addition to required contributions to the Kansas Public Superintendents Retirement System (KPERs), Superintendent will be eligible to participate in tax-deferred savings plans and deferred compensation plans offered by the District.
- e. **Contribution to 457(b) Account.** In each fiscal year, the District will make annual non-elective contribution to Superintendent's 457(b) or other designated deferred compensation account permitted by the Internal Revenue Service in the maximum amount permitted by law (the normal contribution limit plus any additional contribution permitted for an employee over age 50, but not to include any special pre-retirement catch-up). This contribution will ordinarily take place in October unless otherwise agreed by the parties. Upon execution of this Contract, Superintendent irrevocably elects to have the District contribute this deferral on her behalf. Superintendent agrees to hold the Board harmless for any losses sustained by her by virtue of the performance or lack of solvency of any entity, which may be selected to receive this investment.
- f. **Membership Dues.** The Board will pay dues for Superintendent's memberships in professional and civic organizations, as approved by the Board president.
- g. **Extended Illness or Disability.** In the event of an extended illness or disability, Superintendent will be entitled, after the application of accumulated sick leave, to full payment of compensation and benefits for a period up to six (6) months, or whenever KPERs coverage should begin, whichever first occurs. This benefit shall be in lieu of the short-term disability coverage through the District's group standard program.

4. **APPOINTMENT AND DUTIES.** Superintendent is hereby appointed and employed by the Board as Superintendent of Schools. Superintendent will assume and perform, in a manner satisfactory to the Board, all of the duties, responsibilities and obligations of such position as described by the statutes of the State of Kansas and the policies, procedures, and directions as are from time to time made by the Board. Superintendent will act as the executive officer of the Board of Education and the chief administrative officer for the school system. She will have charge and control of the public schools of the District, subject to the policies, procedures, and orders of the Board. Superintendent agrees to devote her full working time, skills, labor and attention to the duties and responsibilities of her position during the period of employment.
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 and procedures as are from time to time made by the Board and to follow the directions of the Board.
6. **OUTSIDE CONSULTING.** Superintendent may accept outside consulting work, such as speaking, writing and teaching engagements, provided that such work does not interfere with the performance of her duties and responsibilities as Superintendent. Superintendent shall advise the Board president of any outside work and, Superintendent will be required to use paid leave where such outside work conflicts with any work day on the 261-Day Work Calendar.
7. **CERTIFICATION.** During the term of this Contract, Superintendent agrees to continuously maintain on file with the Board a valid Kansas Superintendent's Certificate. Superintendent expressly understands that the failure to maintain a valid Kansas Superintendent's Certificate automatically results in the inability to pay Superintendent under Kansas law and shall result in just cause for immediate termination of this Contract.
8. **MEDICAL EXAMINATION AND CERTIFICATE OF HEALTH.** Superintendent agrees to have a comprehensive medical examination performed by a licensed physician at least once during the term of this Contract. Following each such medical examination, Superintendent will file with the clerk of the Board a certification compliant with K.S.A. 72-6226, and it will further provide that the Superintendent is medically able to perform the duties required under this Contract. Such statement will be treated as confidential information by the Board. The expense incurred for each annual medical examination and report will be paid by the District. Additionally, Superintendent agrees to provide a certificate of health from a licensed physician in compliance with K.S.A. 72-6266 whenever such certificate of health is required by said statute.
9. **REPRESENTATION OF ELIGIBILITY.** Superintendent hereby warrants that she is in good health at the time of entering into this Contract, that she does in fact hold the degrees and qualifications necessary to fulfill this Contract, and that she will be released from any other contract that would legally prevent her from entering into this Contract.
10. **INDEMNIFICATION.** To the extent permitted by Kansas law, 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 District, as the result of claims, demands, suits, actions and other legal proceedings asserted against Superintendent and arising out of actions taken within the scope of her authority and employment duties. Appropriate liability insurance coverage will be provided at the District's expense for the benefit of Superintendent. In no event will individual Board members be personally liable for indemnifying Superintendent under the provisions of this Contract.
11. **TERMINATION.** This Contract may be terminated by the Board if:

- a. The terms hereof are breached by Superintendent;
- b. The treasury of the District is, at any time, without funds sufficient to pay the compensation to which Superintendent is entitled under paragraph 2;
- c. Superintendent is deceased or incapacitated by reason of illness, accident, or other cause beyond her control and cannot perform any or all of his duties for a period of more than six (6) months during any fiscal year;
- d. The public schools of the District are closed due to unavoidable cause; or
- e. Other just cause (as defined under Kansas law to include a non-arbitrary and non-capricious cause) exists for termination of this Contract.

12. TERMINATION – MUTUAL CONSENT. This Contract may be terminated by mutual agreement of the parties at any time. If Superintendent seeks to resign before the end of the term of the Contract, the Board may negotiate with Superintendent a settlement amount in consideration for agreement to release Superintendent from the contractual obligations. Such agreement, if reached, will be subject to the writing and all other formalities required for a District contract. However, the Board is not obligated to release Superintendent from this Contract and the Board may decide to enforce the Contract. If no agreement is reached and Superintendent decides to breach the Contract, the Board may pursue any lawful remedies and exercise any lawful rights including but not limited to monetary damages and an action to seek revocation of Superintendent’s certificates.

13. RESIGNATION OR RETIREMENT. Superintendent may, by giving written notice no later than January 1 of any fiscal year during the term of this Contract, resign or retire effective upon completion of such fiscal year and this Contract will terminate at such time. The Board, by majority vote, may accept a later resignation/retirement notice.

14. SATISFACTION OF CONTRACT. The Board may completely discharge its obligations under this Contract at any time by paying Superintendent the salary to which Superintendent is entitled under paragraph 2(a) for the remainder of the Term of the Contract, subject to deductions required by law.

15. SUPERSEDES PRIOR CONTRACTS. This Contract and all the terms thereof supersedes, cancels, and replaces all prior employment contracts executed by Superintendent.

16. GOVERNING LAW. This Contract is made and executed in Johnson County, Kansas, and will be construed in accordance with, and interpreted under, the laws of the State of Kansas.

17. SEVERABILITY. If it is determined at any time that any provision of this Contract is illegal or unenforceable, the remaining terms will not be affected.

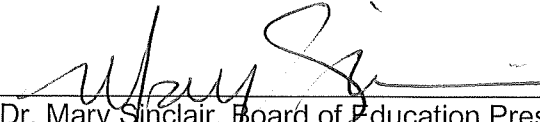
18. WAIVER. It is hereby mutually stipulated and agreed by and between the parties hereto that nothing in this Contract will operate or be construed as a waiver of any of the rights, powers, privileges or duties of each party hereto under the laws of the State of Kansas, except as otherwise expressly stated herein.

19. ENTIRE AGREEMENT. This Contract contains the entire understanding and agreement of the parties, and supersedes all prior understandings, whether oral or written between the parties. Any amendments or modifications to this Contract must be in writing and signed by the parties.

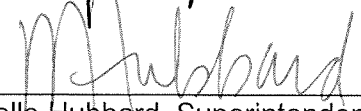
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IN WITNESS WHEREOF, the Board of Education and Superintendent have executed this Contract as of the date by which both parties have affixed their signatures.

SHAWNEE MISSION UNIFIED SCHOOL
DISTRICT NO. 512, JOHNSON COUNTY, KANSAS

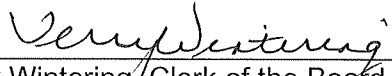
By 
Dr. Mary Sinclair, Board of Education President

Date 6-27-22


Dr. Michelle Hubbard, Superintendent

Date 6/29/22

ATTEST:


Terry Wintering, Clerk of the Board of Education

Date 6-29-22

