

**UNIFIED SCHOOL DISTRICT NO. 501**  
**Shawnee County, State of Kansas**

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 19 day of January 2023, in triplicate, by and between UNIFIED SCHOOL DISTRICT NO. 501, Shawnee County, State of Kansas, acting by and through its BOARD OF EDUCATION (hereinafter called "Board") and Dr. Tiffany Anderson (hereinafter called "Superintendent") pursuant to K.S.A. 72-1134.

In consideration of the mutual covenants and agreements contained herein, Board and Superintendent agree as follows:

1. **TERM.** This Agreement shall be for a three-year term commencing on July 1, 2023, to and including June 30, 2026, with the Board employing the Superintendent to serve in the capacity of Superintendent for Unified School District No. 501, Shawnee County, State of Kansas, to perform and carry out pursuant to this Agreement the duties of Superintendent as assigned and directed by the Board of Education. Superintendent accepts and agrees to perform such employment pursuant to this Agreement.
2. **LICENSURE.** Superintendent shall obtain from the State of Kansas and maintain for the term of this agreement, a valid license required to hold the office of Superintendent in the State of Kansas. The Superintendent acknowledges that licensure by the State of Kansas and employment by the Board is contingent upon a completed criminal background check which must be satisfactory to the Board, in its judgment and at its sole discretion. A report, which in the judgment of the Board is unsatisfactory, shall render this contract null and void.
3. **SALARY.** As compensation for Superintendent's services to be rendered pursuant to this Agreement, Board shall pay Superintendent an annual salary of \$241,500 for the period of July 1, 2023, to and including June 30, 2026, and thereafter until said compensation is altered by mutual agreement of the parties as herein provided, in 24 semi-monthly pay periods for each school year and on the basis of 1/260 of the applicable said per annum amount for each working day or any lesser period of employment. If a raise is given, Superintendent shall receive the same percentage raise as that given to the administrative group of employees.

Additional compensation, under this Agreement, of up to \$5000.00 per year, shall be tied to attainment of performance-based goals, mutually agreed to between the Superintendent and the Board of Education.
4. **EVALUATION.** The performance of Superintendent pursuant to this Agreement shall be subject to evaluation by the Board, pursuant to the adopted policies of the Board, and as required by Kansas law.
5. **TRANSPORTATION ALLOWANCE.** Board shall pay Superintendent, as an allowance for required use of Superintendent's privately leased or owned vehicle in the performance of Superintendent's employment hereunder, the amount of \$7,200 to be paid in semi-monthly installments of 1/24 of such amount (\$300.00). Should this agreement be terminated earlier than

on an annual anniversary date, Superintendent will be paid only for any months Superintendent is actively employed.

6. **FRINGE BENEFITS.** It is the intent of Board and Superintendent that this employment agreement states the terms and conditions of Superintendent's employment and it is not intended to incorporate the terms and conditions of the *Administrators' Handbook* by reference into this agreement. Instead, such fringe benefits as are deemed by Board to be applicable to Superintendent are enumerated herein. Board shall extend to Superintendent the following additional (fringe) benefits during the term of this Agreement:

6.01 **HEALTH, DENTAL AND PRESCRIPTION DRUG INSURANCE.** Board shall pay the actual cost of Superintendent's family or single (at the choice of the superintendent) health, dental, and prescription insurance premiums during the term of this agreement. In the event that Superintendent's health insurance status changes due to change of family status, disability or retirement during the term of this agreement, Superintendent may elect to change the Board-paid health insurance option under this agreement. Any such change will be considered within the scope of Superintendent's total compensation. Superintendent's eligibility to participate in group dental, health and prescription insurance shall be subject to limitations set out in underwriting requirements of the carrier, approved by the Board of Education.

6.02 **CAFETERIA PLAN BENEFITS.** Superintendent may choose to be a participant in the Unified School District No. 501 Employee's Cafeteria Plan (herein called "Plan"). Pursuant to the Plan, Superintendent may elect to apply a portion of Superintendent's salary amount to fund benefits from the Plan, including group health insurance, cancer insurance, and disability income insurance.

6.03 **HOLIDAYS AND VACATION LEAVE.** Board and Superintendent acknowledge that Superintendent's unique duties will entail weekend and evening work, potentially totaling 365 days per year. For pay purposes, Superintendent shall be considered to be a salaried twelve-month employee with the number of contract days, duty days, vacation days, and paid holidays set annually by the Board of Education. For the period of July 1, 2023, to and including June 30, 2026, Superintendent has a minimum of 260 contract days, including a minimum of 226 duty days, 24 paid vacation days to be credited in August, and 10 paid holidays as follows:

- New Year's Day
- Martin Luther King Day
- Friday of Spring Recess
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving – 2 Days
- Christmas – 2 Days

Vacation leave shall be granted for any other working day the Superintendent is off duty other than for illness, injury or professional leave. Vacation days shall not be cumulative;

however, the Superintendent is entitled to be reimbursed at her daily rate for any unused vacation days that remain at the end of any contract year.

6.04 **WORKERS' COMPENSATION INSURANCE.** The Board shall provide workers' compensation insurance for Superintendent in the manner required by the laws of Kansas. Whenever Superintendent is absent from work as a result of personal injury sustained while in the course of Superintendent's employment and is unable to perform Superintendent duties in the opinion of a physician selected by the Board, Superintendent will be paid a full salary until released to return to work by the physician, less the amount of workers' compensation or disability insurance received. Such absence shall not be charged against any accumulated sick leave. Superintendent may use accumulated sick leave for the seven (7) day waiting period following an on-the-job injury to the date of Superintendent's eligibility to receive workers' compensation benefits.

6.05 **SICK AND PERSONAL LEAVE.** Superintendent shall be credited with twelve (12) days of sick leave at the beginning of each contract year. Sick leave not used by Superintendent shall be cumulative from year to year until Superintendent's employment is officially terminated by retirement or death as set out in paragraph 6.05 above. Each day of sick leave used in excess of those earned, as provided herein, shall be deducted from Superintendent's pay. Superintendent shall be compensated at Superintendent's regular rate of pay while absent from work on sick leave, providing the following conditions are met:

1. If used for personal illness, the Superintendent shall, after five (5) days upon request, provide the Board of Education a certificate by a licensed physician verifying the Superintendent's illness or physical disability. If for personal illness or physical disability, the physician's certificate shall state the reason Superintendent is unable to perform Superintendent's assigned duties.

2. While on any leaves of absence, for reasons other than illness, Superintendent shall not be eligible to use any accumulated sick leave benefits.

Superintendent may participate in the District's Sick Leave Sharing Plan as a recipient or donor. She may donate (2) personal days to any member of the administrators, certified or classified groups. All rights of privacy for the donor and recipient will be respected.

Superintendent shall be allowed three (3) days annually as paid personal leave during the regular duty year. Superintendent must have at least three (3) days of unused sick leave credited to her, which shall be deducted immediately following the use of three (3) days personal leave.

6.06 **JURY DUTY OR COURT APPEARANCES.** Upon receiving notice to serve on jury duty, Superintendent will immediately notify the Human Resources Department, giving the time Superintendent is summoned to serve as a juror. Superintendent will receive Superintendent's full salary during the period of such jury service, provided Superintendent pays the District any fees Superintendent receives for jury duty. Should Superintendent be determined by the appropriate authorities to be the alleged victim or a witness of a crime and is subpoenaed to appear before a court of law, Superintendent shall

be given time off with pay for any time during her duty day she is required to be absent. Superintendent must pay to District any witness fees or mileage received as a witness.

6.07 **LIFE INSURANCE.** Board shall provide to Superintendent and pay the full premium for life insurance on the life of Superintendent in the amount of two times the annual salary set forth in Paragraph 3 of this Agreement, rounded to the nearest \$10,000 increment (\$480,000) under a policy of group term life insurance procured by the Board. Superintendent may, at her own expense, purchase additional KPERs life insurance through payroll deduction, following procedures established by the District's payroll department.

7. **ACTUAL EXPENSES & MEMBERSHIPS.** Board shall reimburse Superintendent for her actual expenses incurred in attendance at meetings and conferences, for school business which requires travel outside the boundaries of the district, and for obtaining memberships in such professional organizations as are customarily joined by school Superintendents and are approved by the Board.

8. **ANNUITY.** Superintendent may purchase voluntary tax-sheltered annuities pursuant to Board of Education Policy No. 4150 and Administrative Regulation No. 4150-1. The Board shall contribute \$2100.00 per month in the 2022-2023 school year; and the following amounts per month in subsequent years:

2022-2023	\$3,150.26
2023-2024	\$3,850.26
2024-2025	\$4,150.26
2025-2026	\$4,450.26
2026-2027	\$4,850.26
2027-2028	\$5,250.26

9. **TERMINATION.** This Agreement may be terminated for the following reasons:

**9.01 DISABILITY.** In the event of any illness or disability which renders the Superintendent unable to perform, with or without accommodation, one or more of the essential duties required of the Superintendent, following the expiration of any period of leave required by law, and including any regular sick leave days of other regular leave days to which the Superintendent is specifically entitled, the Board may terminate this Agreement in compliance with constitutional requirements.

**9.02 FOR CAUSE.** This Agreement may be terminated during its term for cause, which shall be defined as any cause put forth by the Board of Education in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the Board's task of building up and maintaining an efficient school system, in compliance with constitutional requirements.

**9.03 MUTUAL AGREEMENT.** This contract may be terminated by mutual agreement of the parties at any time.

10. **SATISFACTION OF CONTRACT.** The Board may completely discharge its obligations under this Agreement at any time by paying to the Superintendent all of the salary and annuity amounts, subject to deductions required by law, to which the Superintendent is entitled for the remainder of the Agreement term.
11. **PAYMENT FOR UNUSED LEAVE.** Upon termination, retirement or other separation from employment with the District, Superintendent will be paid for any unused vacation days at Superintendent's current daily rate of pay as defined in paragraph 12. In the event of death, Superintendent's beneficiary will receive the total amount of accumulated vacation days as cash at the Superintendent's current daily rate of pay as defined in paragraph 12.

Upon completion of five (5) or more years of employment with the District and unless the agreement is terminated for cause under paragraph 9.02 of the Agreement, upon termination, retirement or other separation from employment with the District, Superintendent shall be eligible for additional compensation in the amount of 100% of her total accumulated unused sick leave at the time of separation from employment.
12. **DAILY RATE DEFINED.** As used in this contract, "daily rate" shall be the sum of Superintendent's income (including: annual salary; automobile allowance; amounts paid under paragraph 8; and employer-paid health insurance) divided by the number of contract days set annually by the Board pursuant to paragraph 6.03.
13. **PAYMENT UPON TERMINATION.** Should Board and Superintendent agree to terminate this contract effective any date prior to the expiration date set out in paragraph 1, payoff of Superintendent's unpaid days worked shall be at Superintendent's daily rate as defined in paragraph 12.
14. **OTHER WORK.** The Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course. Lecturing, or other professional duties and obligations, so long as such other work does not, in the Board's opinion, interfere in a material and/or substantial way with the Superintendent's obligations to the District. Such other work is, at all times, subject to the approval of the Board. The Superintendent shall obtain prior approval from the Board before beginning such other work.
15. **DEFENSE AND INDEMNIFICATION.** As required by Kansas law, Unified School District No. 501 shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, and/or in her official capacity as an agent and employee of the Board of Education, provided that the claim arose while the Superintendent was acting within the course and scope of the Superintendent's duties and employment. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
16. **CONTRACT EXTENSION.** Prior to the end of each school year that this Agreement remains in effect, the Board may, upon request of the Superintendent, determine and notify the Superintendent whether it intends to extend this Agreement for an additional school year after the end of the then-current term. The Superintendent may make such request at any time after January 1 of the school year. After the Board's determination of the Superintendent's salary for the next school year, the terms of the extension shall be approved and reduced to writing by means of a new Contract incorporating such extension.

17. **GOVERNING LAW.** The provisions of this Agreement will be governed by the laws of the State of Kansas.
18. **SEVERABILITY.** If at any time, any provision of this Agreement is deemed illegal or unenforceable, such determination shall not affect or invalidate the remainder of the Agreement
19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Superintendent and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Agreement must be in writing and signed by the parties. No salary increase or contract extension shall be effective or enforceable unless approved by a majority of the whole Board and reduced to writing in the form of a new agreement.

**WITNESS OUR HANDS** on the day and year first written above.

UNIFIED SCHOOL DISTRICT NO. 501  
Shawnee County, Kansas

  
\_\_\_\_\_  
President of Board of Education

ATTEST:

  
\_\_\_\_\_  
Carleen M. Lister  
Clerk of the Board

  
\_\_\_\_\_  
Dr. Tiffany Anderson  
Superintendent