

To: Board of Education

From: David Cunningham, executive director, human resources & legal counsel, ext. 4937

Re: Deputy Superintendent Employment Contract

Date: June 22, 2017

Background and Rationale:

On June 20, 2017, the Board of Education selected Anna Stubblefield, currently the Assistant Superintendent of Educational Support and Equity, as the Interim Superintendent. Prior to this decision, the board approved an administrative reorganization that would have transferred Ms. Stubblefield into the Deputy Superintendent position effective July 1, 2017. Since the interim superintendent position is only for the 2017-18 school year, the board agreed to enter into the administrative contract for the deputy superintendent position effective July 1, 2018.

Recommendation:

Administration recommends the board enter into the Deputy Superintendent Administrative Contract with Anna Stubblefield effective July 1, 2018.

Motion:

"I move the Board of Education approve and enter into the Deputy Superintendent Contract with Anna Stubblefield effective July 1, 2018."

CERTIFIED ADMINISTRATOR'S EMPLOYMENT CONTRACT

Parties: The Board of Education of Unified School District No. 497, Douglas County, Kansas hereinafter (the Board), and **Anna Stubblefield** (hereinafter the Administrator).

Effective Date: This Employment Contract is being entered into on Monday, June 26, 2017; however, it shall not become effective until the 1st day of July, 2018.

Agreement

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

1. Employment

The Administrator is hereby hired and agrees to be employed during the term hereof as **Deputy Superintendent** for USD 497 (the District) or in any other administrative capacity as may be directed by the Board; however, this employment contract will become null and void if any of the following events occur while Stubblefield is employed as Interim Superintendent:

- A. Anna Stubblefield is terminated for cause as set forth in her Interim Superintendent of Schools Employment Contract executed on June 26, 2017;
- B. Anna Stubblefield resigns her position as Interim Superintendent unless the parties mutually agree she should continue her employment with District as the Deputy Superintendent;
- C. If Stubblefield becomes disabled and the Board terminates her Interim Superintendent Employment Contract pursuant to the terms of that agreement and Stubblefield remains continuously so disabled such that she is unable to perform the essential job functions of the Deputy Superintendent position, taking into consideration reasonable accommodations, subject to compliance with the Americans with Disabilities Act; or,
- D. If Stubblefield dies during the term of the Interim Superintendent Employment Contract.

2. Term of Contract and Renewal

This Contract shall be for an initial term not to exceed two school years commencing the 1st day of July, 2018 and ending on the 30th day of June, 2020. The number of duty days, paid holidays, and vacation time for the Administrator shall be as set forth in Attachment "A2" to this Contract. This Contract shall be subject to renewal pursuant to the provisions of KSA 72-5452, as amended. The Board may, in its sole discretion, extend this Contract before the year in which this Contract is to expire. If the contract is renewed early, it will be subject to the specified salary adjustment as determined by the board.

3. Duties

The duties and responsibilities of the Administrator shall be as set forth in the job description for the Administrator, and in policies of the Board; those obligations imposed by the laws of the State of Kansas or regulations of the State Board of Education upon school Administrators; and such other duties as may be from time to time assigned to the Administrator by the Superintendent or the Board, including duties of an administrative position other than as a originally assigned.

4. Salary

The Administrator shall receive a salary of **\$150,000.00** per annum, paid in twelve substantially equal installments. In consideration of the salary received, the Administrator agrees to devote the necessary time, skill, labor, and attention to this employment during the period of this Contract, and to perform faithfully the duties above described.

5. Evaluation

The Administrator shall be subject to evaluation as provided by Board policies and Kansas law.

6. Certificate

The Administrator shall furnish the Board a valid Kansas certificate to serve in the administrative position.

7. Benefits

The Administrator shall be provided the same benefits as are provided to all full-time certified employees of the District including **\$900.00** per year contributed to a 403b, a monthly stipend of **\$360.00** for personal vehicle use, a monthly stipend of **\$70.00** for cell phone usage, and a monthly stipend of **\$5.00** for technology.

8. Consulting or Similar Services

Any consulting or other similar services for compensation which the Administrator will perform shall be in accordance with Board policies.

9. Intellectual Property Rights

I understand the Board retains ownership of or interest in any copyright of publications or computer programs written or generated by me in the course of performing my work.

10. Termination or Non-Renewal

Other than by expiration of the term of this Contract, termination may be effected in accordance with the following provisions:

- A.** The Board may terminate this Contract and the Administrator's employment at any time prior to the expiration of the term or any renewal term of this Contract, for cause, which may include, but not be limited to, breach of the terms of the Contract. Reasons for any such proposed termination for cause shall be given in writing, and the Administrator shall be entitled to a hearing by the Board, or a committee or hearing officer appointed by the Board, on such cause. If the Administrator chooses to be assisted by legal counsel at such hearing, he or she shall bear any costs involved, and the Board may have its legal counsel participate. Such hearing will be conducted in closed executive session, unless specifically prohibited by law. The Board may suspend the Administrator from his/her duties, with full compensation, pending hearing as above provided.
- B.** If the Board gives the Administrator a notice to non-renew this contract as above provided, and the Administrator has completed two consecutive years of employment as an administrator for the District (or such other period of time as may be specified in KSA 72-5455) the Administrator will be accorded the process set forth in KSA 72-5453, or as said statute is hereafter amended, but shall not be entitled to any other process. If the Administrator has not completed such employment service, he or she will not be entitled to any process to question such non-renewal.
- C.** By written request from Administrator, provided the Board approves the termination.
- D.** If Administrator becomes disabled and remains continuously so disabled for a period of 90 days, then the Board may terminate the 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.

- E. If Administrator dies during the term of the Contract, the Board shall pay to Administrator's estate the salary payable to Administrator up to the end of the month in which the death occurs.

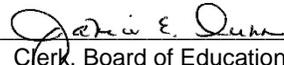
ADMINISTRATOR

Signature

**THE BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 497**

By: 

PRESIDENT

Attest: 

Clerk, Board of Education