

## **SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** is made and entered into this third day of April 2023, by and between the Board of Education of Unified School District No. 232, Johnson County, Kansas ("Board") and Dr. Cory Gibson.

**WITNESSETH:**

**WHEREAS**, the Board hereby agrees to employ Dr. Gibson as Superintendent of Unified School District No. 232 (the "District") for a period of time beginning July 1, 2023 and terminating on June 30, 2026.

**WHEREAS**, both parties agree that Dr. Gibson shall perform the duties of Superintendent in and for the public schools served by the Board, as prescribed by the laws of the State of Kansas and pursuant to the rules and regulations made thereunder by the Board, and upon the terms and conditions hereinafter set out.

**NOW, THEREFORE**, it is hereby mutually agreed as follows:

1. **Employment**. The Board agrees to employ Dr. Gibson as the Superintendent commencing on July 1, 2023, and ending on June 30, 2026 to perform the following functions and duties:

- a. To act as Superintendent of Schools of Unified School District No. 232, and to perform the duties incidental thereto, as herein set forth and described.
- b. To maintain such records and make such reports as may be required by the Board and the State Department of Education;
- c. To provide leadership in improving the learning program, academic standing of the schools and administrative and budgeting requirements;

- d. To provide information to the Board to facilitate the Board's performance of its duties under the terms of K.S.A. 72-8201, *et seq.*; and
- e. To perform such administrative duties and school services as specified herein and as may be mutually agreed upon by the Board and the Superintendent.

The duties above set out shall be performed subject to the provisions of this Contract, the policies of the Board as they may from time-to-time be established, and the requirements and restrictions of the laws of the State of Kansas.

2. **Additional Considerations:** Dr. Gibson agrees to establish residence within the USD #232 school boundaries on or before June 30, 2024.

3. **Salary.** The annual base salary of \$250,000.00 beginning on July 1, 2023, and for each remaining year under the terms of this contract shall be \$250,000.00 per year.

4. **Fringe Benefits.** The Board shall provide Superintendent with fringe benefits to include (1) base plan single health, vision, and dental insurance; (2) term life insurance in the amount of \$50,000 with a death benefit; and (3) short term disability insurance beginning on July 1, 2023, and for each remaining year under the terms of this contract.

5. **Expenses.** In addition to the annual salary set forth above, the Board shall be responsible for the ultimate payment of all reasonable and necessary expenses incurred by the Superintendent related to the business of Unified School District No. 232. These expenses shall be the same type of expenses for which the Board reimburses or provides other employees of Unified School District No. 232.

The Board shall provide Superintendent with an annual allowance for a cell phone in the amount of Twenty-Four Hundred and 00/100 Dollars (\$2,400.00) payable at \$200.00 per month for each of the 2023-2026 school years.

6. **Automobile Allowance.** Throughout the term of this contract the Board shall provide Superintendent with an annual automobile allowance of Five Thousand Four Hundred and 00/Dollars (\$5,400.00) payable at \$450.00 per month for use of his personal vehicle for school business. The provision is in lieu of providing Superintendent with an automobile. This compensation shall be in addition to the annual salary provided in paragraph 2. From the automobile allowance herein specified, Superintendent will be responsible for all costs associated with the operation of such automobile, including, but not limited to, its purchase, insurance, taxes, fuel, and all necessary maintenance, day-to-day upkeep and repair of such automobile. For travel outside of fifty (50) miles Superintendent may use a district vehicle or be reimbursed for mileage at the District approved rate if one is not available.

7. **Holidays, Vacation and Sick Leave.** Superintendent will be entitled to the following: The Ten (10) paid holidays provided to all full-time staff; Twenty (20) days paid vacation leave (up to ten (10) days carry-over of unused vacation days earned prior to June 30<sup>th</sup> must be used before December 31st of the next contract year); Superintendent shall not be permitted to take more than three (3) consecutive weeks of vacation at once without prior approval of the Board. Twelve (12) days of sick leave. A maximum of Four (4) days of sick leave may be used for personal use during the contract year. Unused sick leave maybe be accumulated up to one-hundred and thirty (130) days.

Reimbursement for sick leave at retirement or resignation will be provided in the same manner as other administrators.

8. **Goals and Objectives.** Annually, on or before the 15<sup>th</sup> day of September each year during this Contract, the parties shall begin the process of establishing District goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which Superintendent is evaluated as hereinafter provided.

9. **Performance of Duties.** Superintendent shall devote his time, attention and energy to the business of the School District. He may, however from time to time, serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements and engage in other activities which are of a short-term duration, which activities may be reviewed by the Board. Prior to engaging in such activities, Superintendent shall inform the Board of the nature, duration, time and place of such activities. For any activity that is regularly scheduled or extended (more than one (1) week) prior approval by the Board is required, this includes teaching for outside agencies. When fees or honoraria are to be involved, Superintendent shall either use his vacation time for such days as may be involved or reimburse the school system such amount(s) as he may receive. If the Board, or an individual member of the Board, receives criticisms, complaints or suggestions concerning Superintendents performance of his duties hereunder, the Board, individually and collectively, will immediately refer such criticisms, complaints and suggestions to Superintendent for study and recommendation. In the performance of his duties hereunder, Superintendent is responsible to the entire 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 Superintendent. Any request for information protected by law or policy must be approved by a majority of the Board.

10. **Professional Development Opportunities and Civic Memberships.** All Civic or Professional Memberships are to be formally submitted to the Board in a timely manner for approval or disapproval. If approval is granted, the Superintendent shall submit properly itemized expense statements to the Board for approval before payment is made. Professional Development opportunities other than those provided by the USD 232 will be approved by the Board's Administrative Committee.

11. **Termination.** This contract shall be subject to termination as follows:

- a. **Termination for Cause.** Throughout the term of this Agreement, Superintendent shall be subject to discharge for good and just causes as herein set out. In the event the Board determines to discharge Superintendent under this paragraph 10(a), the Board shall give Superintendent written notice of the reasons for discharge. If the cause is the use of narcotic drugs, conviction of a felony or a crime involving moral turpitude, any cause which constitutes the grounds for the revocation of Superintendents license, or any cause that is directly and immediately related to Superintendents failure to fulfill the duties and responsibilities imposed upon superintendents by the general statutes of this state, the Board shall give Superintendent at least ten (10) days advance notice. For all other causes the Board shall give the Superintendent at least thirty (30) days advance notice. In the event the Superintendent is discharged pursuant to the terms of this paragraph 10(a), his right to all unearned compensation pursuant to the terms of this Agreement, including fringe benefits provided herein, shall terminate upon the expiration of the time period provided in the written notice of the reasons for discharge.
- b. **Termination Without Cause.** The Board may, at its option with a minimum of ninety (90) days advance notice to the Superintendent unilaterally terminate this Agreement without cause. In the event of such termination, the Superintendent and the Board shall attempt to agree on severance payment for the Superintendent. In the event the parties are unable to agree, the Board shall pay to the Superintendent, as it would otherwise become due, as severance pay, all of the aggregate salary he

would have earned under this Agreement from the actual date of termination to the termination date set forth in paragraph 1 hereof; provided, however, that the Superintendent shall have a duty to mitigate his damages under the terms of this paragraph 10(b). Any compensation received by the Superintendent from other employment after such termination and during the terms of this Agreement, as it may from time-to-time be extended, shall be deducted from the severance pay otherwise due to the Superintendent.

12. **Superintendent's License.** Superintendent shall timely furnish a valid and appropriate license to act as Superintendent as prescribed by the laws of Kansas and by the regulations of the Kansas State Board of Education.

13. **Administrative Organization.** The Superintendent shall be responsible for the organization, reorganization and arrangement of the administrative and supervisory staff, including instruction and business affairs, in any manner or fashion which, in his judgment, best serve the District. The responsibility for selection, placement, transfer, promotion, demotion, and discharge of personnel shall be vested in the Superintendent subject to approval by the Board. The Superintendent shall have the right to attend all Board meetings with the exception of executive sessions called for the purpose of discussing terms of the Superintendents employment and performance.

14. **Disability or Death.** Should Superintendent be unable to perform a substantial portion or all of his duties by reason of illness, accident or other cause beyond his control, and should said disability exist for a period of more than six (6) months (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 his duties impossible, or in the event of Superintendents

death during the term of this Contract, the Board may, at its option, immediately terminate this Agreement by delivering written notice to the Superintendent or his guardian, conservator, administrator, executor, agent, or representative, whereupon the respective duties, rights and obligations hereof shall terminate.

15. **Professional Review and Contract Extensions.** At least annually, the Board shall evaluate and assess Superintendents performance. Such evidence shall be in writing and shall be delivered to the Superintendent. Any such evaluation and assessment shall be reasonably related to the duties and responsibilities of the Superintendent and the goals and objectives of the District for the year in question. The Superintendent shall prepare a self-evaluation of the performance of his duties and responsibilities and achievement of the goals and objectives of the District for the year in question. Such self-evaluation shall be in writing and shall be delivered to the Board on or before May 15 of each year. Prior to June 15 of each year, the Board and the Superintendent shall meet in executive session for the purpose of evaluating the performance of the Superintendent. In the event that the Board determines that the performance of the 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 Board's written evaluation shall be delivered to the Superintendent on or before June 30 of each year. The Superintendent shall have the right to make a written response to such evaluation. That response shall be included in the Superintendents personnel file.

At least once every six months during the term of this Contract, the Board and the Superintendent shall meet in executive session for a performance review. The purpose of a performance review is to facilitate the exchange of information between the Board and the Superintendent concerning performance of the Superintendents duties and responsibilities and

progress in achieving the goals and objectives of the District. If the Board is of the opinion that the Superintendent is not performing his duties and responsibilities in a satisfactory manner or that satisfactory progress is not being made in the achievement of District goals and objectives, it shall bring those concerns to the attention of the Superintendent during the performance review.

16. **Indemnification.** The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was (1) acting in the course of and within the scope of his employment, and (2) acting without actual fraud or actual malice; but only to the extent this indemnity obligation is within the authority of the Board to provide under state law. No indemnification shall be made with respect to any criminal action or proceeding asserted against the Superintendent. No individual Board member or Board members will be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings. If a conflict exists between the legal position of the Superintendent and the legal position of the District, the Superintendent may, with the written consent of the Board, engage separate counsel for his defense. In that event, the District will pay the reasonable attorneys' fees and expenses incurred for defense of the Superintendent.

17. **Binding Agreement.** This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

18. **Entire Agreement.** This Agreement is complete and all promises, representations, understandings, and agreements with reference to the subject matter herein have been fully and finally expressed herein. It may be amended to the extent permitted by law provided, however, that any amendment hereto shall be in writing and executed by the Board and the Superintendent.

19. **Modifications.** The Superintendent and the Board of Education shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Board and the Superintendent.

20. **Governing Law.** This Agreement is entered in the State of Kansas and shall be governed by the laws of that state in all matters of interpretation.

21. **Notices.** Whenever in this Agreement it shall be required or permitted that notice be given by either part to the other, such notice must be in writing and must be given personally, or forwarded by certified mail addressed as follows:

To the Board:           President, Board of Education  
                                  Unified School District No. 232  
                                  35200 West 91<sup>st</sup> Street  
                                  De Soto, Kansas 66018

To Dr. Cory Gibson: Superintendent  
                                  Unified School District No. 232  
                                  35200 West 91<sup>st</sup> Street  
                                  De Soto, Kansas 66018

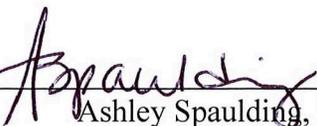
or such other address as either party may provide the other pursuant to the terms of this paragraph 2.

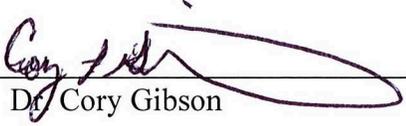
22. **Effect of Waiver.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

23. **Severance of Contract Provisions.** In the event any individual paragraph or paragraphs of this Agreement should at any time be declared null and void by a court of competent jurisdiction, then the remaining paragraphs will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Employment Agreement on the date and year first above written.

**UNIFIED SCHOOL DISTRICT NO. 232,  
JOHNSON COUNTY, KANSAS**

By:  \_\_\_\_\_  
Ashley Spaulding, President  
Board of Education

By:  \_\_\_\_\_  
Dr. Cory Gibson

ATTESTED BY:

\_\_\_\_\_  
Clerk, Board of Education

**ADDENDUM TO SUPERINTENDENT’S EMPLOYMENT AGREEMENT**

**THIS ADDENDUM TO SUPERINTENDENT EMPLOYMENT AGREEMENT**

(“**Addendum**”) is made and entered into this third day of April, 2023, by and between the Board of Education of Unified School District No. 232, Johnson County, Kansas (“**Board**”) and Dr. Cory Gibson, (“**Superintendent**”). Board and Superintendent may be individually referred to as “**Party**” or collectively referred to as the “**Parties.**”

**WITNESSETH:**

**WHEREAS**, the Board and Superintendent entered into the Superintendent’s Employment Agreement on or about April 3, 2023 to employ the Superintendent beginning on July 1, 2023, and terminating on June 30, 2026; and

**WHEREAS**, the Board and Superintendent wish to enter into this Addendum to address the Superintendent’s reasonable and necessary moving expenses to relocate from his home in Valley Center, Kansas to his residence within the boundaries of Unified School District No. 232 Johnson County, Kansas.

**NOW, THEREFORE**, it is hereby mutually agreed that the following paragraphs of the Employment Agreement shall be amended as follows:

1. **Moving Cost Estimates.** The Superintendent agrees to provide two moving cost estimates from moving companies from which the Board will establish the maximum amount that reimbursement will be provided to the Superintendent.

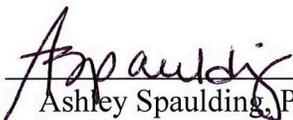
2. **Reimbursement of Moving Expenses.** The Board will reimburse the Superintendent for his moving expenses for an amount that will be the lesser of (1) the actual moving expenses as reflected in the moving cost estimate or (2) the maximum amount

established by the Board. No reimbursement will be owed by the Board until itemized receipts have been provided.

**IN WITNESS WHEREOF**, the parties have executed this Addendum to Superintendent's Employment Agreement on the date and year first above written.

**UNIFIED SCHOOL DISTRICT NO. 232,  
JOHNSON COUNTY, KANSAS**

**SUPERINTENDENT**

By:   
Ashley Spaulding, President  
Board of Education

By:   
Dr. Cory Gibson

ATTESTED BY:

  
Clerk, Board of Education