

SUPERINTENDENT’S FIRST AMENDED AND RESTATED CONTRACT OF EMPLOYMENT

THIS CONTRACT entered into on July __, 2025, between UNIFIED SCHOOL DISTRICT NO. 259, SEDGWICK COUNTY, KANSAS (“School District”) and KELLY BIELEFELD (“Superintendent”).

RECITALS

Kansas Statutes Annotated § 72-8202b(a) provides that the School District shall appoint a Superintendent of Schools for a term of not to exceed three (3) years; and

The School District appointed Kelly Bielefeld as Superintendent of Schools, Unified School District No. 259, Sedgwick County, State of Kansas, for a term of three (3) years, by executing the Superintendent’s Contract of Employment dated March 24, 2023 (the “Prior Contract”); and

The Superintendent’s Contract of Employment was then amended by the First Amendment to the Superintendent’s Contract of Employment dated May 26th, 2023 (the “First Amendment”); and

The School District and the Superintendent wish to amend and restate their agreement to incorporate in a single instrument the Prior Contract and the First Amendment, as well as other updates and revisions that will be set forth more fully below.

TERMS AND CONDITIONS

This Contract amends, restates, and supersedes the Prior Contract (as amended by the First Amendment) in its entirety.

Section 1. Duties of Superintendent.

a. The Superintendent agrees to devote his time, skill, labor, and attention to his employment with the School District during the term of this Contract. The Superintendent, in addition to other duties set forth in this Contract, will perform faithfully the duties of Superintendent of Schools including serving as the chief executive officer of the Board of Education of the School District (the “School Board”) and chief administrative officer of the School District. Both parties agree that the Superintendent will perform the duties of the Superintendent of Schools as prescribed by the laws of the State of Kansas and by the rules, regulations, policies, and directives made and issued by the School Board and the State Board of Education.

b. The Superintendent will have charge and control of the schools of the School District, subject to the policies and directives of the School Board. The Superintendent’s duties will include, but not be limited to, responsibilities for organizing, reorganizing and

arranging the administrative and supervisory staff which, in his judgment, best serves the School District. The responsibility for selection of personnel shall be vested in the Superintendent and his staff subject to approval of the School Board. The School Board shall be the final hiring authority as to the selection of personnel who are to be employed by the School District.

c. The School Board, individually and collectively, will promptly refer all significant criticisms, complaints, and suggestions to the Superintendent for study and recommendation.

d. The assignment of duties to the Superintendent as set forth in this Contract will not be construed in a manner that would result in the delegation of authority from the School Board to the Superintendent that by statute or state constitution is a matter that the School Board does not have the authority to delegate.

e. The Superintendent will attend appropriate professional meetings and professional development conferences at the local, state, and national levels; the actual expenses of attendance will be paid by the School District. The Superintendent may hold offices or accept responsibilities in these professional organizations. The Superintendent will obtain approval from the School Board President before attending professional meetings or professional development conferences that are at the national level.

f. The Superintendent will fulfill all aspects of this Contract, any exceptions thereto being by mutual consent of the School District and the Superintendent. Failure to fulfill the obligations agreed to in this Contract will be viewed as a violation of the Administrator's Code of Ethics and shall be reported by the School Board to the appropriate State Association of School Administrators and state education authorities.

g. The Superintendent will have the right to attend all open sessions of all School Board meetings, all School Board and citizen committee meetings, serve as an *ex officio* member of all School Board committees and provide administrative recommendations on each item of business considered by these groups.

f. During the Term of Appointment stated in Section 2, the Superintendent will have access to an executive coach, selected by the Board, for purposes of mentorship and of optimizing Superintendent's leadership performance. The School District will pay all expenses associated with the executive coach, and the expenses will not be deducted from the Superintendent's allowances under Section 4. The School District will discuss with the Superintendent the effectiveness and continued services of the executive coach from time to time, and in any event, during the Discussions of Working Relationship outlined in Section 5.

Section 2. Term of Appointment. This Agreement shall be effective on July 1, 2025 ("Effective Date"), and will end June 30, 2028 ("Term"). Notwithstanding the foregoing, for a period of ten (10) years from the anniversary of the Effective Date ("Anniversary Date") of this Contract, this Contract shall be automatically renewed on such Anniversary

Date to extend the Term by one (1) year, so that the total Term shall not be less than three (3) years, without official action by the Board of Education or the Superintendent. If either party wishes to negotiate an amendment to the Contract, then such party may notify the other party in writing of such desire not less than sixty (60) days prior to the upcoming Anniversary Date. The parties shall then enter into good faith negotiations concerning such amendments as either or both of them may desire.

Section 3. Compensation.

a. **Base Salary.** The Superintendent, for services rendered under this Contract, will be paid in the 2025-2026 school year a base salary of Three Hundred Twenty-Four Thousand Four Hundred and Fifty Dollars (\$324,450) per year (“Base Salary”), prorated on a monthly one-twelfth (1/12) basis. Further, the parties agree to the following:

(1) After the 2025-2026 school year, the Superintendent’s salary will be automatically increased each year by the same percentage as any base salary increase to teacher compensation pursuant to the Teachers’ Employment Agreement between the School district and the United Teachers of Wichita (“UTW Contract”); and

(2) in any year in which the UTW Contract provides a lump sum bonus to teachers, whether in lieu of an increase to base salary or in addition thereto, and whether calculated as a percentage of base salary or in a stated amount, an equivalent bonus shall be paid to the Superintendent.

b. **Longevity Bonus.** In addition to the Base Salary, the Superintendent shall receive at the conclusion of each Contract Year during the Term a Longevity Payment. “Contract Year,” as used herein, means a year commencing July 1 and ending June 30 of the following calendar year. In the 2025-2026 Contract Year, the Longevity Payment shall be \$6,000.00. The Longevity Payment shall increase by an amount equal to the total payment made in June of 2026 when the Longevity Payment is next paid in June of 2027. For the remainder of the Term, the Longevity Payment shall then increase by the same amount every third Contract Year thereafter. The Longevity Payment shall be paid with the 12th payment of the Base Salary paid to the Superintendent in a given Contract Year.

c. **Retirement Income.**

(1) Conditioned upon this Contract remaining in full force and effect (or otherwise as amended, supplemented, and/or renewed so as to remain in effect), during the Term, the School District will contribute as an Employer Non-Elective Discretionary Contribution to the Unified School District #259, Sedgwick County, State of Kansas 403(b) Retirement Plan (the “Plan”) on behalf of the Superintendent the Required Contribution (defined below) per Contract Year, prorated for the months worked. As used herein, the “Required Contribution” for the 2025-2026 Contract Year shall be eleven (11) percent of the Base Salary paid to the Superintendent in such Contract Year. Beginning in the 2026-2027 Contract Year, and following every third Contract Year thereafter, the Required

Contribution shall increase by one (1) percent of the Superintendent's Base Salary during such Contract Year. The foregoing obligations are subject, however, to the following:

The Superintendent shall be one hundred percent vested on July 1, 2026, in contributions made to the Retirement Account between July 1, 2023, and June 30, 2026, unless he voluntarily leaves the employment of the School District ("Voluntary Termination") or is terminated for good cause prior to June 30, 2026, in which case he forfeits entitlement to any and all contributions made to the Retirement Account. In addition, for each year the School Board extends the Contract, the Superintendent will be one hundred percent vested in all future payments by the last day of each contract extension. For example, if the School Board extends the Contract through June 30, 2027, the Superintendent will be 100% vested in all payments to the Retirement Account effective June 30, 2027, unless he voluntarily leaves the employment of the School District or is terminated for good cause prior to June 30, 2027, in which case he forfeits entitlement to any and all contributions made to the Retirement Account that were not previously vested.

Any Contribution made pursuant to this Section 3.c.(1) that is not 100% vested shall be subject to Section 4.4 of the Plan and shall be held either in an annuity contract treated as an Internal Revenue Code ("IRC") Section 403(c) annuity or a Custodial Account treated as an IRC Section 401(a) qualified plan (with separate accounting) until such time as such contribution becomes 100% vested."

(2) "Voluntary Termination" means the termination of employment with the School District by the Superintendent that is voluntary in nature and does not include a termination due to permanent disability, death, nonrenewal by the School District or termination by the School District without good cause. "Permanent Disability" means a physical or mental disability that prevents or will prevent the Superintendent from performing the essential functions of his job as Superintendent of the School District for a period exceeding one hundred eighty (180) days.

Section 4. District-Related Expenses of Superintendent. The Superintendent will be paid mileage for travel required in the performance of his official duties outside the School District at the same rate established by the School District for other official travel of other professional staff members in the School District. The Superintendent may be reimbursed for School District business-related expenses as allowable by law upon making appropriate request for such reimbursement.

The Superintendent will be compensated in each month of the 2025-2026 Contract Year for the use of an automobile at the rate of \$1,000.00 per month ("Automotive Reimbursement"), as well as mileage for in-District travel and an additional amount per month for professional, civic, and incidental expenses associated with the role of the Superintendent ("Expense Reimbursement"). Starting in the 2026-2027 Contract Year, and then after every subsequent third year of the Term, the total Automotive Reimbursement shall be increased by an amount equal to one-quarter of the total Automotive Reimbursement paid to the Superintendent in the 2025-2026 Contract Year,

and the monthly distribution of the same adjusted accordingly to reflect such increase. Starting in the 2025-2026 Contract Year, and then after every subsequent third Contract Year of the Term, the total Expense Reimbursement shall be increased by \$1,000.00, and the monthly distribution of the same adjusted accordingly to reflect such increase.

Section 5. Discussion of Working Relationship. The School Board will devote a portion or all of a meeting, at least annually, to a discussion of the working relationship between the Superintendent and the School Board.

Section 6. Board Policies. The parties hereby incorporate Board Policies P0250, P0400, P0900, and P1120 by reference as part of the parties' Contract.

a. Consistent with Board Policy P0250, USD 259 agrees that the School Board will avoid involvement in management and administrative matters that are within the Superintendent's duties, as stated in Section 1 of this Contract.

b. Further, in carrying out its duties, the School Board will provide the Superintendent with a work environment that is respectful and free from harassment and discrimination consistent with Board Policies P0400, P0900, and P1120.

c. If the Superintendent believes that the School Board, or any member thereof, has violated the above-referenced Board Policies, the Superintendent will notify the Board President or USD 259 General Counsel in writing. The Board President or USD 259 General Counsel will determine if investigation by a third-party human resource or employment law professional is warranted. Violations of Board Policies may subject the Board Member to reprimand or censure, as provided by law or policy.

d. Where the Superintendent has notified the Board President or USD 259 General Counsel of violations of the aforementioned Board Policies by the School Board, or any member thereof, and such violations have not been reasonably cured within 30 days of the reported violation, Superintendent will have good cause to resign his employment. Upon receiving the Superintendent's notice of his intention to resign, the Board or the Board's designee may elect to pay the Superintendent his then-current Base Salary on a prorated one-twelfth (1/12) basis for the remainder of the current school year up to a maximum of eight months, and such payment shall be the sole and exclusive monetary remedy for such violations.

e. Except as otherwise provided herein, the Superintendent retains all rights available under the law with regard to violations of Board Policies and the law.

Section 7. Termination of Contract.

(a) **Termination for Good Cause.** This Contract, and the Superintendent's employment, may be terminated for good cause by the School District. For purposes of this Agreement, the term "good cause" means the failure to satisfy accepted standards of

conduct for the profession as generally recognized and applied in similarly-situated school districts in the State of Kansas, including, but not limited to, the following: (1) conviction of a felony or any crime, regardless of severity, involving (a) moral turpitude, (b) conduct prejudicial to good order and discipline of the District, or (c) conduct which is likely to embarrass or bring the District or Superintendent public disgrace or disrepute; (2) conviction for a misdemeanor which results in a sentence of imprisonment (even if such sentence is suspended or otherwise abated); (3) intoxication on the job or the use or possession of illegal substances (whether or not on the job); (4) misuse or misappropriation of the District's assets or funds; (5) any act of moral turpitude that injures the reputation of or otherwise harms the District; (6) violation of state or federal law, or of the policies, rules or regulations of the Board; or (7) failure to cooperate with the District fully in any investigation or lawsuit or to return promptly upon demand any documents or digitized material or other information of the District (provided, however, that "cooperation" shall not be interpreted to require the Superintendent to lie or conceal the truth of any matter);. "Good cause" further means the following failures, which, if curable, have not been cured within thirty (30) days following written notice from the Board of its intent to terminate Superintendent for such failure: (8) willful or continued failure to perform his duties hereunder except by reason of disability or force majeure; (9) material breach of this Contract; or (10) insubordination or failure to comply with lawful written Board directives. In the event of termination for good cause, or in the event of a termination by the Superintendent, all salary and benefits shall cease immediately upon the effective date of such termination.

(b) **Termination Without Good Cause.** In the event that this Contract, and the Superintendent's employment, are terminated by the School District other than for good cause prior to expiration of the term hereof, then in lieu of any other claim or remedy, the Superintendent will continue to be paid his then-current Base Salary on a prorated one-twelfth (1/12) basis for a period ending upon the earlier of (i) the one-year anniversary of the effective date of such termination, or (ii) the expiration date of this Contract being July 1, 2028; provided, however, that in the event the Superintendent is entitled to Base Salary after termination, the School District's liability will be reduced by the amounts earned by the Superintendent, directly or indirectly, whether as an employee, consultant, owner, partner or otherwise, during the term of such continued Base Salary. The Superintendent agrees to promptly advise the School District of any such earned income. The Superintendent may elect to retire during the term of the Contract by giving the School Board ninety (90) days written notice of his intent to retire.

Section 8. Additional Benefits. In addition to the compensation hereinabove specifically provided, the Superintendent will be entitled to receive the maximum health insurance, cell phone, vacations, leaves, privileges, and fringe benefits under the same conditions of eligibility as provided for other licensed employees of the School District under the then-current Administrative Employment Policy during each year of this Contract. The Superintendent's seniority and tenure in the School District prior to being hired as Superintendent will apply to any seniority-based benefits under the terms of any applicable policies.

Section 9. Inability to Perform Duties Due to Disability. The Superintendent, if he is unable to perform his duties by reason of a disability, will be entitled to receive the same disability income protection as is provided to other licensed employees of the School District under the current Administrative Employment Policy during each year of this Contract after temporary leave is exhausted and the waiting period has been met. The School District, at its option, may terminate this Contract and may terminate the Superintendent's employment if the Superintendent is unable to perform his essential duties because of a disability if such disability continues for more than one hundred eighty (180) days. Such termination will be considered a good cause termination.

Section 10. Soliciting District Employees. The Superintendent will not, at any time during Superintendent's employment with the School District or during the one year following separation from employment for any reason, directly or indirectly solicit, entice or induce any employee of the School District to terminate their employment and/or to become employed by any other school district, person, firm, corporation, partnership or other entity.

Section 11. Cooperative Claims and Actions. During and after the Superintendent's employment, notwithstanding the cause of separation from employment, the Superintendent will cooperate fully with the School District in the defense or prosecution of any claims or actions which may be pending at separation or may be brought after separation against or on behalf of the School District which relate to events or occurrences that transpired while the Superintendent was employed by the School District. The Superintendent's full cooperation in connection with such claims or actions will include, but not be limited to, being available to meet with legal counsel to prepare for discovery or trial and to act as a witness on behalf of the School District in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Superintendent was employed by the School District. The School District will reimburse the Superintendent for any reasonable out-of-pocket expenses incurred in connection with the Superintendent's performance of obligations pursuant to this Section. The School District will also provide the Superintendent with a reasonable and mutually agreed-upon per diem for any days required by this Section.

Section 12. Return of Property. Upon the Superintendent's separation from employment for any reason, the Superintendent will return to the School District all of its property including, without limitation, all documents and information however maintained (including computer files, tapes and recordings), concerning the School District or acquired by the Superintendent in the course and scope of the Superintendent's employment.

Section 13. Force Majeure. If, during the term of this Agreement, due to circumstances outside the School District's control, including war, pandemics, acts of God or other calamities (collectively, "Force Majeure"), the School District in good faith believes it is unable to utilize Superintendent's services, the School District shall have the right upon twenty-four (24) hours prior notice to Superintendent to suspend Superintendent's services for the duration of the Force Majeure, or for any part thereof.

The suspension shall be treated as paid administrative leave for the first 30 days of the Force Majeure, and thereafter, no compensation will be paid or accrue to Superintendent during any remaining period of suspension, provided that such suspension shall end as soon as such Force Majeure terminates, or this Agreement terminates pursuant to its terms, whichever is sooner.

Section 14. **Amendments.** This Contract may be modified only by mutual agreement of the parties, and all such modifications and agreements will be evidenced by written and executed amendments to the Contract.

Section 15. **Severability.** If any portion, segment or part of this Contract is deemed unenforceable by a court of competent jurisdiction, the remaining portions will remain in full force and effect.

Section 16. **Governed by Kansas Law.** This Contract will be governed by and construed in accordance with the laws of the State of Kansas.

Section 17. **Intellectual Property.** Upon termination of this Agreement and thereafter, the parties agree that the District shall assert no claim of ownership or other proprietary interest in the materials, videos, handouts, writings, flowcharts, or other documentation or tangible things comprising the programs or systems identified and described more specifically on Exhibit A to this Agreement. Upon termination of the agreement, the parties agree that as between them, the Superintendent is irrebuttably presumed to be the owner of any protectible intellectual property rights in the subject matter identified on Exhibit A. Provided, however, the District shall receive, and is hereby granted, a non-exclusive, royalty-free, non-sub-licensable, non-assignable and perpetual license to utilize such intellectual property for the benefit of the students attending schools operated by the Wichita Public School District ("License"). The term of the License shall begin upon termination of this Contract. The parties agree to execute such assignments, licenses, and other agreements as are necessary to accomplish the purposes of this Section 17.

Section 18. **Consulting Leave.** During each twelve-month period of this Agreement, or any extension thereof, the Superintendent shall be entitled to ten (10) days of leave for professional activities outside the School District, such as consulting, lecturing, writing, speaking, or product and services research and development. The Superintendent shall be entitled to retain any compensation or expense reimbursement he receives as a result of such professional activities.

IN WITNESS WHEREOF, we have executed this Contract on the day and year first above written.

UNIFIED SCHOOL DISTRICT NO. 259,
SEDGWICK COUNTY, KANSAS

Diane Albert, President
(School District)

ATTEST:

Litona Hoyt, Clerk of the Board

Kelly Bielefeld
(Superintendent)

EXHIBIT A

The vertical classroom/vertical school concept, which is marketed in USD 259 as Creative Minds, has distinguishable characteristics from other educational models. Traditional educational environments are organized by grouping students together primarily based on their age. The vertical classroom aligns students in a learning cohort across grade level span and across different age groups. This defining characteristic along with the same teacher year over year (progressive looping) allows for students, families, and siblings to benefit from an ongoing relationship with a teacher year over year. In this environment, project based learning is plentiful and students can both remediate and accelerate in a very individualized way.