

IN THE TWENTY-NINTH JUDICIAL DISTRICT COURT
WYANDOTTE COUNTY, KANSAS

CASSANDRA KINCAID, on behalf)
of herself and others similarly situated,)
)
Plaintiff,)

vs.)

UNIFIED SCHOOL DISTRICT NO.)
500 (a/k/a "Kansas City Kansas Public)
Schools"),)

Please Serve:)
Dr. Anna Stubblefield)
Superintendent of Unified School)
District no. 500)
2010 N. 59th Street)
Kansas City, KS 66104)

Defendant.)

Case no.: WY-2024-CV-000370

Division: BKLAPPER

Jury Trial Demanded

CLASS ACTION PETITION

COMES NOW the Plaintiff Cassandra Kincaid, on behalf of herself and all others similarly situated, by and through her counsel Brendan J. Donelon and Daniel W. Craig of the law office of Donelon, P.C., and hereby states her cause of action as follows:

Introduction

1. Plaintiff alleges that the Defendant Unified School District No. 500 breached its express "Administrator and Supervisor" contract with her, and all other similarly situated employees, by requiring said persons to perform work on days in addition to the specifically limited number of compensated workdays under said contract. Plaintiff alleges that Defendant breached her contract by failing to pay

compensation for workdays beyond the maximum number of days contractually agreed upon. Plaintiff also alleges that Defendant violated the Kansas Wage Payment Act (KWPA”), K.S.A. § 44-313, *et seq.*, by failing to pay wages owed for work performed. Finally, and being brought as a claim in the alternative, the Plaintiff alleges that Defendant was unjustly enriched by benefiting from her work performed without providing payment for its value. Regarding all of these claims, the Plaintiff brings them on behalf of herself, and all others similarly situated, as a class action under K.S.A. § 60-223(a), *et seq.*

Parties & Jurisdiction

2. The Defendant Unified School District No. 500 – also referred to as the Kansas City, Kansas Public Schools – is a governmental entity formed under the laws of the State of Kansas to provide public education to children within Wyandotte County, Kansas. Defendant’s office and principal place of business is located at 2010 N. 59th Street, Kansas City, Kansas 66104.

3. Plaintiff Cassandra Kincaid is a resident of Jackson County, Missouri and at all relevant times herein has worked as an Administrator and Supervisor in Wyandotte County, Kansas under an express contract of employment with the Defendant.

4. Defendant is an “employer” as defined under KWPA, K.S.A. § 44-313(a).

5. Throughout the five years preceding the filing of this action, the Defendant, on an annual basis, has employed Administrators and Supervisors such as

the Plaintiff, under the same or similar express employment contracts, to perform work in Wyandotte County, Kansas.

6. The Plaintiff and the persons described under paragraph 5, *supra*, are “employees” as defined under KWPA, K.S.A. § 44-313(b).

7. This Court has jurisdiction over this matter pursuant to K.S.A. § 44-324(a); § 60-1701, *et seq.* and § 60-301, *et seq.*

8. Venue is proper in the District Court of Wyandotte County, Kansas pursuant to K.S.A. § 60-603 in that Defendant resides in this County and the causes of action alleged herein arose in this County.

Factual Allegations

9. Plaintiff Kincaid began working for the Defendant in September 2000 in the position of teacher and has worked there throughout her career. She is currently employed with the Defendant in the position of Assistant Vice Principal/ Athletic Director for the 2023-2024 school year. During the four prior school years, the Plaintiff worked for Defendant in the following positions:

- 2022-2023 school year: she worked in the position of Assistant Vice Principal/ Athletic Director.
- 2021-2022 school year: she worked in the position of Assistant Vice Principal/ Athletic Director.
- 2020-2021 school year: she worked in the position of Assistant Vice Principal.

- 2019-2020 school year: she worked in the position of Assistant Vice Principal.

10. Relevant to the claims made herein, on an annual school year basis, the Defendant drafted and presented to the Plaintiff, and other similarly situated employees, a written “Administrator and Supervisor” contract covering each respective school year from the 2019/2020 school year through the current 2023/2024 school year. Copies of the Plaintiff’s contracts are attached hereto as **Exhibits A** through **E**.

11. In addition to the Plaintiff, over the five years prior to this filing, the Defendant employed more than fifty (50) other persons in the positions of School Principal or Assistant Principal at various middle schools and high schools.

12. For each of these persons, and for each of these school years, the Defendant would enter into express Administrator and Supervisor contracts whereby Plaintiff, and others similarly situated, would provide administrative schoolwork to the Defendant for a set number of days in exchange for a salary equal to said workdays multiplied by their respective daily rate of pay.

13. Under these Administrator and Supervisor contracts, the compensation owed to the Plaintiff, and other similarly situated employees, was calculated based on the number of “working days” under said contracts. All of these contracts represented that Plaintiff, and others similarly situated, would work “no more than [set number] days.” The daily rate of compensation was set forth in these contracts. The daily rate was calculated by taking the employee’s set annual salary from the Defendant’s “Salary Schedule Class and Step” matrix and dividing this amount by the respective set number

of days. As an example (*see* Exhibit E), in Plaintiff's 2023/2024 contract, Plaintiff was to work no more than 214 workdays, and her daily rate of pay equaled \$501.88 (Regular salary from Salary Schedule: Class CL3mS, Step 11 \$107,403.10 divided by 214 working days).

14. Under these Administrator and Supervisor contracts, the Defendant agreed that Plaintiff, and others similarly situated, would work for "no more than [set number]" working days in exchange for a bi-monthly payment of their daily regular salary rate of pay multiplied by the set number of workdays.

15. Throughout the relevant time for the claims asserted herein, the Defendant would require the Plaintiff, and others similarly situated, to work on weekends. These weekend days would be in addition to the set number of working days compensated for under the Administrator and Supervisor contracts. As an example, so far in the 2023/2024 school year, the Plaintiff has had to work nine days in addition to the 214 workdays under her Administrator and Supervisor contract. From Plaintiff's interactions with other employees throughout the relevant time for the claims asserted herein, all other similarly situated employees had the same requirement.

16. Under Defendant's contractual agreement with the Plaintiff, and others similarly situated, said employees are to work "no more than [set number of days]" in exchange for their daily rate of pay. In breach of this agreement, each school year, the Defendant requires the Plaintiff, and others similarly situated, to work additional days beyond these set number of workdays without compensating them their respective daily rate of pay for each of these days.

17. Plaintiff, and others similarly situated, have suffered damages as a result of Defendant's breach of the Administrator and Supervisor contracts. In violation of the specific terms of the Administrator and Supervisor contracts, for each day Plaintiff, and others similarly situated, work beyond their set number of workdays, they have been denied compensation for each additional workday at their respective contractual daily rate of pay. As an example, for the 2023/2024 school year, Plaintiff has worked an additional nine days beyond her 214 contractual workdays. At her \$501.88 daily rate of pay, Plaintiff has been damaged by Defendant's breach of contract in the amount of \$4,516.92 ($\501.99×9).

18. The Plaintiff, and others similarly situated, conferred a benefit upon the Defendant by providing work on weekends covering the 2022/2023 through 2023/2024 school years. The Defendant appreciated and had knowledge of this benefit via its requirement that Plaintiff, and others similarly situated, work on these weekend days to the benefit of Defendant and the students and families it serves. The Defendant accepted and retained this benefit under such circumstances as to make it inequitable for the Defendant to retain this benefit from the Plaintiff, and others similarly situated, without making payment for its value.

COUNT I

K.S.A. § 60-223(a), et seq. Class Action - Breach of Contract

19. The Plaintiff hereby incorporates by reference paragraphs 1 through 18 of this Petition into this count.

20. The Plaintiff, and others similarly situated, entered into express Administrator and Supervisor contracts with Defendant covering the 2019/2020 through 2023/2024 school years.

21. The Plaintiff, and others similarly situated, have terms of an Administrator and Supervisor contract with Defendant whereby they are to work no more than a set number days per school year in exchange for an annual salary equal to that set number workdays multiplied by their respective daily rate of pay.

22. The Defendant breached these Administrator and Supervisor contracts when it required the Plaintiff, and others similarly situated, to perform additional workdays beyond the set number of days workday limit.

23. The Plaintiff and others similarly situated were damaged by Defendant's breach under the terms of their annual Administrator and Supervisor contracts because they have been denied compensation for each additional workday at their respective contractual daily rate of pay.

24. The Plaintiff brings this Count as a class action pursuant to K.S.A. § 60-223(a), *et seq.*, on behalf of herself and the following class of persons (hereafter "Class Members"):

All current and former employees of Defendant who entered into Administrator and Supervisor contracts that covered worked performed within five years from the date of this filing.

25. Class certification of this Count for breach of contract is appropriate pursuant to K.S.A. § 60-223(a)(1) because Class Members are so numerous that joinder

of all members is impracticable. The exact number of Class Members is unknown to the Plaintiff at the present time, but the estimate would place it over 50 persons.

26. Class certification of this Count for breach of contract is appropriate pursuant to K.S.A. § 60-223(a)(2) because there are questions of law and fact arising in this action which are common to the Plaintiff and the Class Members, including:

- a. Whether Defendant and the Plaintiff and Class Members entered into a contractual agreement limiting the number of workdays in exchange for a salary based upon their daily rate of pay multiplied by the set number of workdays;
- b. Whether Defendant breached these contracts by requiring the Plaintiff and Class Members to perform work on workdays beyond the set number of workdays described in the contract; and
- c. Whether the Plaintiffs and Class Members were damaged as a result of Defendant's breach.

27. Class certification of this Count for breach of contract is appropriate pursuant to K.S.A. § 60-223(a)(3) because the Plaintiff's claims are typical of the claims of the Class Members. The Plaintiff was paid under the same or similar express contractual agreement as the Class Members and subject to the same practice of the Defendant requiring workdays beyond the number limited in the Administrator and Supervisor contract. The Plaintiff and the Class Members were all subject to the same terms and conditions of the Defendant's Administrator and Supervisor contracts and

were all victims of the same breach of contract when Defendant required them to perform workdays beyond the specific number required under said contracts.

28. Class certification of this Count for breach of contract is appropriate pursuant to K.S.A. § 60-223(a)(4) because the Plaintiff will fairly and adequately protect the interests of the Class Members and has no interests which are adverse to, or in conflict with, other Class Members. The Plaintiff has retained counsel who is competent and experienced in class action and complex litigation involving employment compensation claims.

29. Class certification of this Count for breach of contract is appropriate pursuant to K.S.A. § 60-223(b)(1) because prosecuting separate actions by or against individual members would create a risk of (A) Inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class; or (B) adjudications with respect to individual Class Members that as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.

30. Class certification of this Count for breach of contract is appropriate pursuant to K.S.A. § 60-223(b)(3) because questions of law and fact common to Class Members predominate over any questions affecting only individual members and a class action is the superior procedural vehicle for the fair and efficient adjudication of the claims asserted herein given that: (a) there is minimal interest of members of this class in individually controlling their prosecution of claims for breach of contract; (b)

there is not litigation already commenced by or against members of the class providing the remedies available under this breach of contract claim; (c) it is desirable to concentrate all the litigation of these claims in this forum; and, (d) there are no unusual difficulties likely to be encountered in the management of this case as a class action.

31. The breach of contract claim, if certified for class-wide treatment, may be pursued by all similarly situated persons who do not opt-out of the class.

32. Defendant failed to pay the Plaintiff and the Class Members the compensation owed under their contractual agreement for work performed on Defendant's behalf.

33. Due to the Defendant's breach of contract, the Plaintiff and the Class Members are owed their respective daily rate of compensation for every day worked beyond the number of workdays identified in the Administrator and Supervisor Contracts for the 2019/2020 through 2023/2024 school years.

WHEREFORE, the Plaintiff Cassandra Kincaid on behalf of herself and the Class Members, pray for relief as follows:

a. Designation of this action as a class action under K.S.A. § 60-223(a) *et seq.* on behalf of the Class Members and issuance of notice to all Class Members apprising them of the pendency of this action;

b. Designation of Plaintiff Cassandra Kincaid as Representative Plaintiff of the Class Members;

c. Designation of Donelon, P.C. as the attorneys representing the Class Members;

- d. A declaratory judgment that the practices complained of herein are a breach of contract by the Defendant against the Plaintiff and Class Members;
- e. An award of damages for the Plaintiff and the Class Members, including lost interest as permitted under Kansas law, to be paid by Defendant;
- f. Costs and expenses of this action incurred herein;
- g. Pre-Judgment and Post-Judgment interest, as provided by law; and
- h. Any and all such other and further legal and equitable relief as this Court deems necessary, just and proper.

COUNT II

K.S.A. § 60-223(a), et seq. Class Action – Kansas Wage Payment Act, § 44-313, et seq.

34. The Plaintiff hereby incorporates by reference paragraphs 1 through 33 of this Petition into this count.

35. The Plaintiff, and others similarly situated, entered into express Administrator and Supervisor contracts with Defendant covering the 2019/2020 through 2023/2024 school years and bring this claim under K.S.A. § 44-314(a) for failing to pay wages due under the KWPA.

36. The Plaintiff, and others similarly situated, have terms of an Administrator and Supervisor contract with Defendant whereby they are to work no more than a set number days per school year in exchange for an annual salary equal to that set number workdays multiplied by their respective daily rate of pay. This daily rate of pay are “wages” as defined in K.S.A. § 44-313(c).

37. The Defendant required the Plaintiff, and others similarly situated, to perform additional workdays beyond their contractually set workday limit without payment of the additional daily wages owed under the Administrator and Supervisor contracts.

38. The Plaintiff brings this Count as a class action pursuant to K.S.A. § 60-223(a), *et seq.*, on behalf of herself and the following class of persons (hereafter “Class Members”):

All current and former employees of Defendant who entered into Administrator and Supervisor contracts that covered worked performed within five years from the date of this filing.

39. Class certification of this Count for violation of the KWPA is appropriate pursuant to K.S.A. § 60-223(a)(1) because Class Members are so numerous that joinder of all members is impracticable. The exact number of Class Members is unknown to the Plaintiff at the present time, but the estimate would place it over 50 persons.

40. Class certification of this Count for violation of the KWPA is appropriate pursuant to K.S.A. § 60-223(a)(2) because there are questions of law and fact arising in this action which are common to the Plaintiff and the Class Members, including:

- a. Whether Defendant and the Plaintiff and Class Members entered into an agreement limiting the number of workdays in exchange for a salary based upon their daily rate of pay multiplied by the set number of workdays;
- b. Whether Defendant violated the KWPA by failing to pay wages to the Plaintiff and Class Members for work on workdays beyond the set

number of workdays described in the Administrator and Supervisor contracts; and

c. Whether the Defendant willfully violated the KWPA.

41. Class certification of this Count for violation of the KWPA is appropriate pursuant to K.S.A. § 60-223(a)(3) because the Plaintiff's claims are typical of the claims of the Class Members. The Plaintiff was paid under the same or similar express contractual agreement as the Class Members and subject to the same practice of the Defendant requiring workdays beyond the number limited in the Administrator and Supervisor contracts. The Plaintiff and the Class Members were all denied wages owed when the Defendant required them to perform workdays beyond the specific number required under said contracts and failed to pay the additional daily wage rate for each day.

42. Class certification of this Count for violation of the KWPA is appropriate pursuant to K.S.A. § 60-223(a)(4) because the Plaintiff will fairly and adequately protect the interests of the Class Members and has no interests which are adverse to or in conflict with other Class Members. The Plaintiff has retained counsel who is competent and experienced in class action and complex litigation involving employment compensation claims.

43. Class certification of this Count for violation of the KWPA is appropriate pursuant to K.S.A. § 60-223(b)(1) because prosecuting separate actions by or against individual members would create a risk of (A) inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards

of conduct for the party opposing the class; or (B) adjudications with respect to individual Class Members that as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.

44. Class certification of this Count for violation of the KWPA is appropriate pursuant to K.S.A. § 60-223(b)(3) because questions of law and fact common to Class Members predominate over any questions affecting only individual members and a class action is the superior procedural vehicle for the fair and efficient adjudication of the claims asserted herein given that: (a) there is minimal interest of members of this class in individually controlling their prosecution of claims for breach of contract; (b) there is not litigation already commenced by or against members of the class providing the remedies available under this breach of contract claim; (c) it is desirable to concentrate all the litigation of these claims in this forum; and, (d) there are no unusual difficulties likely to be encountered in the management of this case as a class action.

45. Due to the Defendant's violation of the KWPA, the Plaintiff and the Class Members are owed their respective daily wages for every day worked beyond the specific number of workdays identified in the Administrator and Supervisor Contracts for the 2019/2020 through 2023/2024 school years.

46. The Defendant's conduct as alleged herein was willful, therefore, Plaintiff and Class Members are entitled to the liquidated damages on wages owed set forth under K.S.A. § 44-315(b).

WHEREFORE, the Plaintiff Cassandra Kincaid on behalf of herself and the Class Members, pray for relief as follows:

- a. Designation of this action as a class action under K.S.A. § 60-223(a) *et seq.* on behalf of the Class Members and issuance of notice to all Class Members apprising them of the pendency of this action;
- b. Designation of Plaintiff Cassandra Kincaid as Representative Plaintiff of the Class Members;
- c. Designation of Donelon, P.C. as the attorneys representing the Class Members;
- d. A declaratory judgment that the practices complained of herein violated the KWPA by the Defendant against the Plaintiff and Class Members;
- e. An award of damages for the Plaintiff and the Class Members, including lost interest and liquidated as permitted under Kansas law, to be paid by Defendant;
- f. Costs and expenses of this action incurred herein;
- g. Pre-Judgment and Post-Judgment interest, as provided by law; and
- h. Any and all such other and further legal and equitable relief as this Court deems necessary, just and proper.

COUNT III

K.S.A. § 60-223(a), *et seq.* Class Action - Unjust Enrichment

47. The Plaintiff hereby incorporates by reference paragraphs 1 through 46 of this Petition into this count.

48. The Plaintiff, and others similarly situated, conferred a benefit upon the Defendant by providing work on weekends throughout the 2022/2023 through 2023/2024 school years.

49. The Defendant appreciated and had knowledge of this benefit via its requirement that Plaintiff, and others similarly situated, work on these weekend days to the benefit of Defendant and the students and families it serves.

50. The Defendant accepted and retained this benefit under such circumstances as to make it inequitable for the Defendant to retain this benefit from the Plaintiff, and others similarly situated, without making payment for its value.

51. The Plaintiff brings this Count as a class action pursuant to K.S.A. § 60-223(a), *et seq.*, on behalf of herself and the following class of persons (hereafter “Class Members”):

All current and former employees of Defendant employed under Administrator and Supervisor contracts that covered worked performed within two years from the date of this filing.

52. Class certification of this Count for unjust enrichment is appropriate pursuant to K.S.A. § 60-223(a)(1) because Class Members are so numerous that joinder of all members is impracticable. The exact number of Class Members is unknown to the Plaintiff at the present time, but the estimate would place it over 50 persons.

53. Class certification of this Count for breach of contract is appropriate pursuant to K.S.A. § 60-223(a)(2) because there are questions of law and fact arising in this action which are common to the Plaintiff and the Class Members, including:

- a. Whether Plaintiff and Class Members conferred a benefit upon the Defendant;
- b. Whether Defendant appreciated or had knowledge of the benefit it received; and
- c. Whether the Defendant's acceptance or retention of this benefit under these circumstances would make it inequitable for it to retain this benefit without payment of value.

54. Class certification of this Count for breach of contract is appropriate pursuant to K.S.A. § 60-223(a)(3) because the Plaintiff's claims are typical of the claims of the Class Members. The Plaintiff was conferring the same benefit as the Class Members to the Defendant by performing work on weekends. The Defendant appreciated and had knowledge of these same benefits being conferred. The Defendant's acceptance and retention all occurred under the same circumstances whereby payment of value would be required to Plaintiff and Class Members for it to be equitable.

55. Class certification of this Count for unjust enrichment is appropriate pursuant to K.S.A. § 60-223(a)(4) because the Plaintiff will fairly and adequately protect the interests of the Class Members and has no interests which are adverse to or in conflict with other Class Members. The Plaintiff has retained counsel who is competent and experienced in class action and complex litigation involving employment compensation claims.

56. Class certification of this Count for unjust enrichment is appropriate pursuant to K.S.A. § 60-223(b)(1) because prosecuting separate actions by or against individual members would create a risk of (A) inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class; or (B) adjudications with respect to individual Class Members that as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.

57. Class certification of this Count for unjust enrichment is appropriate pursuant to K.S.A. § 60-223(b)(3) because questions of law and fact common to Class Members predominate over any questions affecting only individual members and a class action is the superior procedural vehicle for the fair and efficient adjudication of the claims asserted herein given that: (a) there is minimal interest of members of this class in individually controlling their prosecution of claims for unjust enrichment; (b) there is not litigation already commenced by or against members of the class providing the remedies available under this unjust enrichment claim; (c) it is desirable to concentrate all the litigation of these claims in this forum; and, (d) there are no unusual difficulties likely to be encountered in the management of this case as a class action.

58. The unjust enrichment claim, if certified for class-wide treatment, may be pursued by all similarly situated persons who do not opt-out of the class.

59. Defendant failed to pay value to the Plaintiff and the Class Members for work performed on Defendant's behalf during the 2022/2023 and 2023/2024 school years.

WHEREFORE, the Plaintiff Cassandra Kincaid on behalf of herself and the Class Members, pray for relief as follows:

- a. Designation of this action as a class action under K.S.A. § 60-223(a) *et seq.* on behalf of the Class Members and issuance of notice to all Class Members apprising them of the pendency of this action;
- b. Designation of Plaintiff Cassandra Kincaid as Representative Plaintiff of the Class Members;
- c. Designation of Donelon, P.C. as the attorneys representing the Class Members;
- d. A declaratory judgment that the practices complained of herein are an unjust enrichment conferring known benefit to the Defendant by the Plaintiff and Class Members;
- e. An award of damages for the Plaintiff and the Class Members, including lost interest as permitted under Kansas law, to be paid by Defendant;
- f. Costs and expenses of this action incurred herein;
- g. Pre-Judgment and Post-Judgment interest, as provided by law; and
- h. Any and all such other and further legal and equitable relief as this Court deems necessary, just and proper.

Respectfully submitted,

the law office of **DONELON, P.C.** www.donelonpc.com



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ATTORNEYS FOR PLAINTIFF

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dan@donelonpc.com

**admission pro hac vice forthcoming*



**UNIFIED SCHOOL DISTRICT NO. 500
ADMINISTRATOR AND SUPERVISOR CONTRACT
Wyandotte County, Kansas City, Kansas**

In accordance with the Statues of Kansas, **CASSANDRA KINCAID** has been appointed as an employee in the public schools of Unified School District No. 500 of Wyandotte County by the Board of Education of said district for the school year **2019-20**. The yearly contract salary shall be paid in not less than twenty-four (24) semi-monthly installments. Daily salary rate shall be calculated on the basis of the number of working days called for in the position assigned in the event of absence not covered by leave provisions. Salary is based on the salary schedule in effect for the **2019-20** school year and shall be as follows:

Adjustments: (a) Salary Schedule: Class CL3 , Step 6 ,	Regular Salary: \$81207.57
(b) Daily Rate for no more than 211 days:	\$384.87
(c) Change in number of duty days:	\$
(d) Additional pay for graduate hours	\$0
(e) Additional pay for position responsibilities	\$500.16
(f) Total Salary	\$81707.73

This contract is subject to the following conditions:

1. Said employee agrees to conform to the School Laws of Kansas and to the Policies of the Board of Education, and the requirements of the Superintendent of Schools.
2. The term of service shall be in accordance with salary schedule provisions as adopted by the Board of Education and in accordance with the school schedule adopted by the Board of Education. The duties shall be as determined and assigned by the Superintendent of Schools.
3. This contract may be canceled or amended by the mutual agreement of the parties hereto or may be terminated in accordance with the laws of Kansas or the contract termination policies of the Board of Education. If this contract is canceled or terminated, the employee shall be entitled to any benefits which may have accrued to the date of cancellation or termination except as provided in the laws of Kansas or policies of the Board of Education, and shall be paid only such salary as earned prior to date of cancellation or termination. This contract is subject to renewal pursuant to K.S.A. 72-5452. In the event administrator provides notice of intent to not renew their contract after

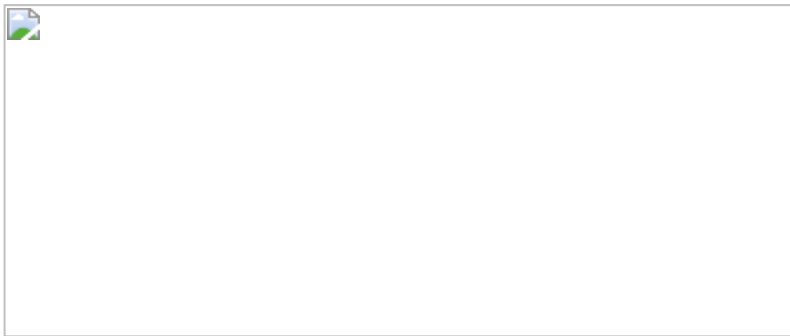
the statutory date provided in K.S.A. 72-5452, the Board, in its sole discretion, may agree to accept such notice of intent not to renew provided that administrator pay liquidated damages in the following amounts which have been determined by the parties to be reasonable:

Statutory Notice Date - June 15 - \$1,500.00
June 16 to June 30 - \$3,000.00
July 1 - beginning of new school year - \$4,500.00

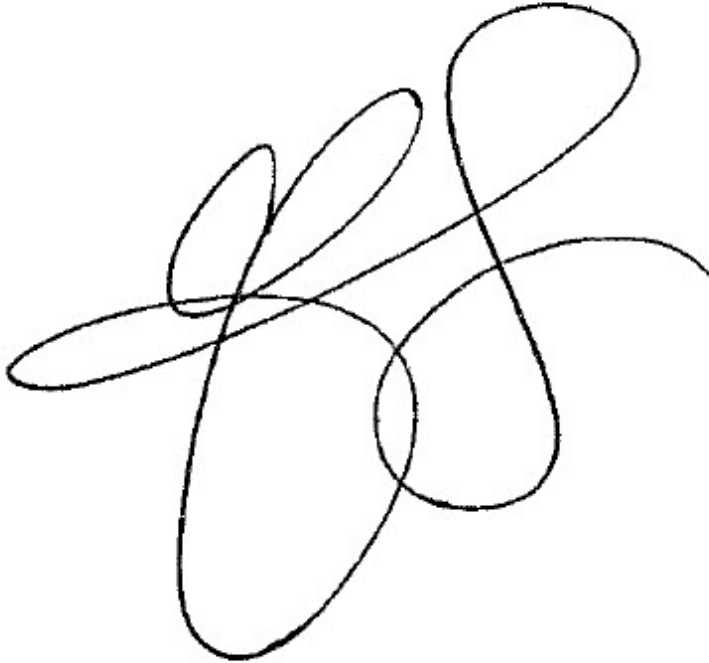
The Board of Education reserves the right to pursue any other remedies authorized by Kansas law.

4. Any legal change in name of said employee, as a consequence of court action, marriage or other cause shall be reported to the Superintendent of Schools within ten (10) days of such change.
5. A physician's statement concerning said employee's physical and mental condition and ability to assume assigned responsibilities shall be provided to the Superintendent of Schools upon request therefore.
6. This contract shall be signed and returned to the office of the Superintendent of Schools within ten (10) days of the date of this contract. Failure to sign and return this contract within said ten days shall automatically void its provisions, but shall not relieve the employees of the obligations provided under law of Kansas.

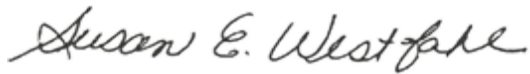
This contract recommended by the Superintendent of Schools and approved and accepted by the Board of Education.



Board of Education President, Maxine Drew



Superintendent of Schools, Dr. Charles Foust



Clerk

For the Board of Education of Unified Schools
District No. 500 of Wyandotte County, Kansas.

Attached Workflow

Current Status

Workflow Steps

Direct Report Signature

Approved

1 Signed by Cassandra Kincaid on 01/05/2021 at 2:03 PM
Signature: Cassandra J. Kincaid



**UNIFIED SCHOOL DISTRICT NO. 500
ADMINISTRATOR AND SUPERVISOR CONTRACT
Wyandotte County, Kansas City, Kansas**

In accordance with the Statues of Kansas, CASSANDRA KINCAID has been appointed as an employee in the public schools of Unified School District No. 500 of Wyandotte County by the Board of Education of said district or the school year 2020-21. The yearly contract salary shall be paid in not less than twenty-four (24) semi-monthly installments. Daily salary rate shall be calculated on the basis of the number of working days called for in the position assigned in the event of absence not covered by leave provisions. Salary is based on the salary schedule in effect for the 2020-2021 school year and shall be as follows:

- | | | |
|--------------|---|---------|
| Adjustments: | (a) Salary Schedule: Class 3, Step 7 | Regular |
| Salary: | \$82,831.72 | |
| | (b) Daily Rate for no more than 211 days: | |
| | \$392.56 | |
| | (c) Additional pay for graduate hours: | N/A |

(d) Additional pay for (AP Activity):
\$500.16

(e) Total Salary:
\$83,331.88

This contract is subject to the following conditions:

1. Said employee agrees to conform to the School Laws of Kansas and to the Policies of the Board of Education, and the requirements of the Superintendent of Schools.
2. The term of service shall be in accordance with salary schedule provisions as adopted by the Board of Education and in accord with the school schedule adopted by the Board of Education. The duties shall be as determined and assigned by the Superintendent of Schools.
3. Said employee will be provided with district paid employee-only coverage under a district identified medical plan, district paid employee-only coverage under a district identified vision plan and district paid employee-only coverage under a district identified dental plan.
4. This contract may be canceled or amended by the mutual agreement of the parties hereto or may be terminated in accord with the laws of Kansas or the contract termination policies of the Board of Education. If this contract is canceled or terminated, the employee shall be entitled to any benefits which may have accrued to the date of cancellation or termination except as provided in the laws of Kansas or policies of the Board of Education, and shall be paid only such salary as earned prior to date of cancellation or termination. This contract is subject to renewal pursuant to K.S.A. 72-5452. In the event administrator provides notice of intent to not renew their contract after the statutory date provided in K.S.A. 72-5452, the Board, in its sole discretion, may agree to accept such notice of intent not to renew provided that administrator pay liquidated damages in the following amounts which have been determined by the parties to be reasonable:

Statutory Notice Date - June 15 - \$1,500.00

June 16 to June 30 - \$3,000.00

July 1 - beginning of new school year - \$4,500.00

The Board of Education reserves the right to pursue any other remedies authorized by Kansas law.

5. Any legal change in name of said employee, as a consequence of court action, marriage or other cause shall be reported to the Superintendent of Schools within ten (10) days of such change.
6. A physician's statement concerning said employee's physical and mental condition and ability to assume assigned responsibilities shall be provided to the Superintendent of Schools upon request therefore.
7. This contract shall be signed and returned to the office of the Superintendent of Schools within ten (10) days of the date of this contract. Failure to sign and return this contract within said ten days shall automatically void its provisions,

but shall not relieve the employees of the obligations provided under law of Kansas

This contract recommended by the Superintendent of Schools and approved and accepted by the Board of Education on September 14, 2020.

Board of Education President, Randy Lopez

Interim Superintendent, Dr. Alicia Miguel

Board of Education Clerk, Leslie Smith

For the Board of Education of Unified Schools
District No. 500 of
Wyandotte County, Kansas.

Attached Workflow

Current Status

Workflow Steps

Direct Report Signature

Approved

1 Signed by Cassandra Kincaid on 01/05/2021 at 2:05 PM

Signature: Cassandra J. Kincaid



**UNIFIED SCHOOL DISTRICT NO. 500
ADMINISTRATOR AND SUPERVISOR CONTRACT
Wyandotte County, Kansas City, Kansas**

In accordance with the Statues of Kansas, CASSANDRA KINCAID has been appointed as an employee in the public schools of Unified School District No. 500 of Wyandotte County by the Board of Education of said district or the school year 2021-22. The yearly contract salary shall be paid in not less than 24 semi-monthly installments. Daily salary rate shall be calculated on the basis of the number of working days called for in the position assigned in the event of absence not covered by leave provisions. Salary is based on the salary schedule in effect for the 2021-2022 school year and shall be as follows:

Adjustments:	(a) Salary Schedule: Class 3, Step 7	Regular Salary:
\$95,380.04		
	(b) Daily Rate for no more than 214 DAY days:	
\$452.04		
	(c) Additional pay for graduate hours:	N/A

(d) Additional pay for (AP Activity):

\$500.16

(e) Total Salary:

\$95,880.20

This contract is subject to the following conditions:

1. Said employee agrees to conform to the School Laws of Kansas and to the Policies of the Board of Education, and the requirements of the Superintendent of Schools.
2. The term of service shall be in accordance with salary schedule provisions as adopted by the Board of Education and in accord with the school schedule adopted by the Board of Education. The duties shall be as determined and assigned by the Superintendent of Schools.
3. Said employee will be provided with district paid employee-only coverage under a district identified medical plan, district paid employee-only coverage under a district identified vision plan and district paid employee-only coverage under a district identified dental plan.
4. This contract may be canceled or amended by the mutual agreement of the parties hereto or may be terminated in accord with the laws of Kansas or the contract termination policies of the Board of Education. If this contract is canceled or terminated, the employee shall be entitled to any benefits which may have accrued to the date of cancellation or termination except as provided in the laws of Kansas or policies of the Board of Education, and shall be paid only such salary as earned prior to date of cancellation or termination. This contract is subject to renewal pursuant to K.S.A. 72-5452. In the event administrator provides notice of intent to not renew their contract after the statutory date provided in K.S.A. 72-5452, the Board, in its sole discretion, may agree to accept such notice of intent not to renew provided that administrator pay liquidated damages in the following amounts which have been determined by the parties to be reasonable:

Statutory Notice Date - June 15 - \$1,500.00

June 16 to June 30 - \$3,000.00

July 1 - beginning of new school year - \$4,500.00

The Board of Education reserves the right to pursue any other remedies authorized by Kansas law.

5. Any legal change in name of said employee, as a consequence of court action, marriage or other cause shall be reported to the Superintendent of Schools within ten (10) days of such change.
6. A physician's statement concerning said employee's physical and mental condition and ability to assume assigned responsibilities shall be provided to the Superintendent of Schools upon request therefore.
7. This contract shall be signed and returned to the office of the Superintendent of Schools within ten (10) days of the date of this contract. Failure to sign and return this contract within said ten days shall automatically void its provisions,

but shall not relieve the employees of the obligations provided under law of Kansas

This contract recommended by the Superintendent of Schools and approved and accepted by the Board of Education on 15-Sep-21.

Board of Education President, Randy Lopez

Anna Stubblefield
Superintendent, Dr. Anna Stubblefield

Board of Education Clerk, Leslie Smith

For the Board of Education of Unified Schools
District No. 500 of
Wyandotte County, Kansas.

Attached Workflow

Current Status

Workflow Steps

Direct Report Signature

Approved

1 Signed by Cassandra Kincaid on 04/18/2024 at 10:36 AM
Signature: Cassandra J. Kincaid



**UNIFIED SCHOOL DISTRICT NO. 500
ADMINISTRATOR AND SUPERVISOR CONTRACT
Wyandotte County, Kansas City, Kansas**

In accordance with the Statues of Kansas, CASSANDRA KINCAID has been appointed as an employee in the public schools of Unified School District No. 500 of Wyandotte County by the Board of Education of said district or the school year 2022-23. The yearly contract salary shall be paid in not less than 24 semi-monthly installments. Daily salary rate shall be calculated on the basis of the number of working days called for in the position assigned in the event of absence not covered by leave provisions. Salary is based on the salary schedule in effect for the 2022-2023 school year and shall be as follows:

- | | | |
|--------------|---|---------|
| Adjustments: | (a) Salary Schedule: Class CL3MS, Step 11 | Regular |
| Salary: | \$104,274.86 | |
| | (b) Daily Rate for no more than 214 DAY days: | |
| | \$487.27 | |
| | (c) Additional pay for graduate hours: | 0 |

(d) Additional pay for (ATHLETIC DIRECTOR MS STIPEND):
\$500.00

(e) Total Salary:
\$104,774.86

This contract is subject to the following conditions:

1. Said employee agrees to conform to the School Laws of Kansas and to the Policies of the Board of Education, and the requirements of the Superintendent of Schools.
2. The term of service shall be in accordance with salary schedule provisions as adopted by the Board of Education and in accord with the school schedule adopted by the Board of Education. The duties shall be as determined and assigned by the Superintendent of Schools.
3. Said employee will be provided with district paid employee-only coverage under a district identified medical plan, district paid employee-only coverage under a district identified vision plan and district paid employee-only coverage under a district identified dental plan.
4. This contract may be canceled or amended by the mutual agreement of the parties hereto or may be terminated in accord with the laws of Kansas or the contract termination policies of the Board of Education. If this contract is canceled or terminated, the employee shall be entitled to any benefits which may have accrued to the date of cancellation or termination except as provided in the laws of Kansas or policies of the Board of Education, and shall be paid only such salary as earned prior to date of cancellation or termination. This contract is subject to renewal pursuant to K.S.A. 72-5452. In the event administrator provides notice of intent to not renew their contract after the statutory date provided in K.S.A. 72-5452, the Board, in its sole discretion, may agree to accept such notice of intent not to renew provided that administrator pay liquidated damages in the following amounts which have been determined by the parties to be reasonable:

Statutory Notice Date - June 15 - \$1,500.00

June 16 to June 30 - \$3,000.00

July 1 - beginning of new school year - \$4,500.00

The Board of Education reserves the right to pursue any other remedies authorized by Kansas law.

5. Any legal change in name of said employee, as a consequence of court action, marriage or other cause shall be reported to the Superintendent of Schools within ten (10) days of such change.
6. A physician's statement concerning said employee's physical and mental condition and ability to assume assigned responsibilities shall be provided to the Superintendent of Schools upon request therefore.
7. This contract shall be signed and returned to the office of the Superintendent of Schools within ten (10) days of the date of this contract. Failure to sign and return this contract within said ten days shall automatically void its provisions,

but shall not relieve the employees of the obligations provided under law of Kansas

This contract recommended by the Superintendent of Schools and approved and accepted by the Board of Education on 12/20/2022.

Board of Education President, Randy Lopez

Anna Stubblefield
Superintendent, Dr. Anna Stubblefield

Board of Education Clerk, Leslie Smith

For the Board of Education of Unified Schools
District No. 500 of
Wyandotte County, Kansas.

Attached Workflow

Current Status

Workflow Steps

Direct Report Signature

Approved

1 Signed by Cassandra Kincaid on 04/18/2024 at 10:37 AM
Signature: Cassandra J. Kincaid



**UNIFIED SCHOOL DISTRICT NO. 500
ADMINISTRATOR AND SUPERVISOR CONTRACT
Wyandotte County, Kansas City, Kansas**

In accordance with the Statues of Kansas, CASSANDRA KINCAID has been appointed as an employee in the public schools of Unified School District No. 500 of Wyandotte County by the Board of Education of said district for the 2023-24 school year. The yearly contract salary shall be paid in not less than 24 semi-monthly installments. Daily salary rate shall be calculated on the basis of the number of working days called for in the position assigned in the event of absence not covered by leave provisions. Salary is based on the salary schedule in effect for the 2023-2024 school year and shall be as follows:

Adjustments: (a) Salary Schedule: Class CL3MS, Step 11 Regular
Salary: \$107,403.10

(b) Daily Rate for no more than 214 days:
\$501.88

(c) Additional pay for graduate hours: \$-

(d) Additional pay for (ATHLETIC DIRECTOR MS STIPEND):
\$500.00

(e) Total Salary:
\$107,903.10

This contract is subject to the following conditions:

1. Said employee agrees to conform to the School Laws of Kansas and to the Policies of the Board of Education, and the requirements of the Superintendent of Schools.
2. The term of service shall be in accordance with salary schedule provisions as adopted by the Board of Education and in accord with the school schedule adopted by the Board of Education. The duties shall be as determined and assigned by the Superintendent of Schools.
3. Said employee will be provided with district paid employee-only coverage under a district identified medical plan, district paid employee-only coverage under a district identified vision plan and district paid employee-only coverage under a district identified dental plan.
4. This contract may be canceled or amended by the mutual agreement of the parties hereto or may be terminated in accord with the laws of Kansas or the contract termination policies of the Board of Education. If this contract is canceled or terminated, the employee shall be entitled to any benefits which may have accrued to the date of cancellation or termination except as provided in the laws of Kansas or policies of the Board of Education, and shall be paid only such salary as earned prior to date of cancellation or termination. This contract is subject to renewal pursuant to K.S.A. 72-5452. In the event administrator provides notice of intent to not renew their contract after the statutory date provided in K.S.A. 72-5452, the Board, in its sole discretion, may agree to accept such notice of intent not to renew provided that administrator pay liquidated damages in the following amounts which have been determined by the parties to be reasonable:

Statutory Notice Date - June 15 - \$1,500.00

June 16 to June 30 - \$3,000.00

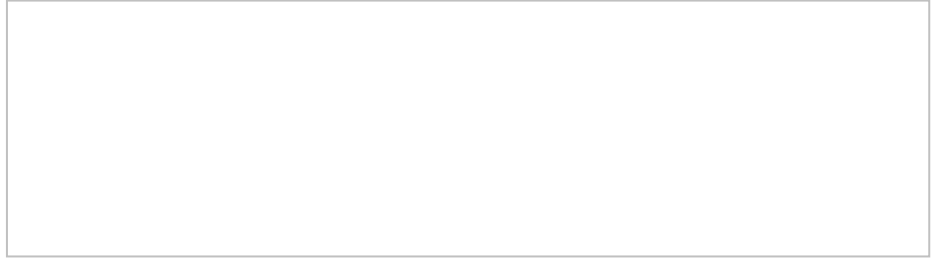
July 1 - beginning of new school year - \$4,500.00

The Board of Education reserves the right to pursue any other remedies authorized by Kansas law.

5. Any legal change in name of said employee, as a consequence of court action, marriage or other cause shall be reported to the Superintendent of Schools within ten (10) days of such change.
6. A physician's statement concerning said employee's physical and mental condition and ability to assume assigned responsibilities shall be provided to the Superintendent of Schools upon request therefore.
7. This contract shall be signed and returned to the office of the Superintendent of Schools within ten (10) days of the date of this contract. Failure to sign and return this contract within said ten days shall automatically void its provisions,

but shall not relieve the employees of the obligations provided under law of Kansas

This contract recommended by the Superintendent of Schools and approved and accepted by the Board of Education on September 18, 2023.



Board of Education Clerk, Leslie Smith

For the Board of Education of Unified Schools
District No. 500 of
Wyandotte County, Kansas.

Attached Workflow

Current Status

Workflow Steps

Direct Report Signature

Approved

1 Signed by Cassandra Kincaid on 04/18/2024 at 10:52 AM
Signature: Cassandra J. Kincaid