

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of March, 2014, by and between Sedgwick County, Kansas, a municipal corporation, hereinafter collectively referred to as "County," and Jan B. Luth, hereinafter referred to as "Employee."

WITNESSETH:

WHEREAS, County desires to contract for the continued services of Employee for the position of President, Chief Executive Officer, of Exploration Place ("President") and,

WHEREAS, it is the desire of Employee to continue employment as President, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1. DUTIES

Employee hereby accepts the position of President and further agrees to perform the functions and duties specified by law and to perform such other legally permissible and proper duties and functions, including but not limited to the following:

1. All duties as set forth in Attachment A – Job Description dated 3-23-2006

Employee further agrees that she shall not engage in any professional activities for financial gain which will cause a conflict of interest or interfere with the effectiveness of her duties as President during the term hereof or any extension thereto. President specifically agrees to be on-call as needed during non-regular office hours to perform the duties as may be ascribed. Nothing herein contained is intended to limit the right of President to write, publish, lecture, study, advise, testify and consult for a fee, provided, however, that such activity does not conflict or interfere with her duties as President.

SECTION 2. TERM

President agrees to commence with her duties as President under this agreement on the 1st day of January, 2014, and continue in said position until December 31, 2016. This agreement shall automatically renew for successive one year periods, under the same terms and conditions as this agreement unless either party gives written notice of termination 60 days prior to the expiration of the term.

SECTION 3. COMPENSATION

A. In return for her services as President, County agrees to pay Employee compensation for all professional services rendered, based on an annual rate, payable in biweekly installments, as follows:

- Contract \$117,800 - effective 1/1/14
- Contract \$123,690 - effective 1/1/15
- Contract \$129,875 - effective 1/1/16

County agrees, in consultation with the Exploration Place Inc. Executive Committee, to review Employee's compensation on a yearly basis and may grant a minimal annual increase equal to the average annual percentage increase, if any, to which County employees are entitled.

B. As further consideration County agrees to provide benefits to Employee in accordance with those standard for County's employees, including vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits, as they now exist or hereafter may be amended, which are not inconsistent with the benefits provided Employee herein.

SECTION 4. INTEREST OF EMPLOYEE.

Employee covenants that she shall not acquire any interest, direct or indirect, in any other professional capacity that would conflict in any manner or degree with the performance of services required to be performed under this agreement.

SECTION 5. GENERAL PROVISIONS.

A. The text herein, together with Attachment A, shall constitute the entire agreement between the parties hereto.

B. If any provision or portion thereof, contained in this agreement is held to be unconstitutional, in violation of Kansas Statutes or otherwise invalid or unenforceable, that provision or portion thereof shall be excised here from and the remainder of this agreement shall remain in full force and effect.

C. Employee's employment shall be terminated, prior to the expiration of the original term or any successive one-year renewal (as described in Section 2), upon the occurrence of any of the following events:

1. The death of Employee

2. A mutual agreement between County and Employee of termination of her employment in writing.

3. Upon the disability of Employee which is defined for purposes of this agreement to be physically and/or mentally unable to competently perform those services required of her hereunder for a period of one hundred and twenty (120) substantially consecutive days or more;

4. A material breach of this agreement, including but not limited to the failure to perform duties assigned consistent with this agreement, and/or the negligent performance of duties assigned.

5. The conviction of any felony offense or other conviction involving falsehood or dishonesty.

6. Upon Employee's resignation.

7. Upon written notice from County, without need for cause.

D. Should Employee's employment be terminated pursuant to the occurrence of any of events 1 through 5 listed in Section 5.C. above, or otherwise for cause, no compensation will be paid for any biweekly period which occurs following the termination.

E. In the event Employee voluntarily resigns from the position, no compensation will be paid for any biweekly period following the effective date of the resignation. Employee further agrees that should she voluntarily resign prior to the completion of this agreement, she must provide at least 90 days written notice given prior to the beginning of a biweekly pay period, unless said condition is specifically waived by County.

F. Employee's employment may be terminated without cause upon written notice from County. Should Employee's employment be terminated without cause, County will pay to Employee a sum equal to one-half of the annual base salary (i.e., six months' base salary) or the amount of base salary due for the remaining term of the agreement, whichever is less, as total liquidated damages.

G. This agreement shall be governed by and subject to the laws of the State of Kansas applicable to agreements made and to be wholly performed within such state.

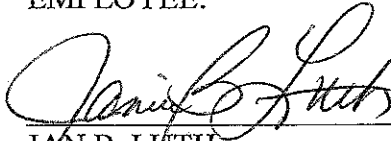
H. The provisions of this agreement created hereunder are subject to the Kansas

Budget Law (K.S.A. 79-2925, et seq.) and to the Kansas Cash Basis Law (K.S.A. 10-1101 et seq.).

IN WITNESS WHEREOF, County has executed this agreement and Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

EMPLOYEE:

SEDGWICK COUNTY, KANSAS

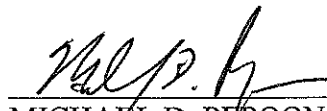


JAN B. LUTH

DAVID M. UNRUH, Chairman

APPROVED AS TO FORM ONLY:

ATTESTED TO:



MICHAEL D. PEPOON
Assistant County Counselor

KELLY B. ARNOLD, County Clerk

Attachment A – Job Description dated 3-23-2006



Sedgwick County Government

Wichita, Kansas

Date: 3-23-2006

Position: President, Chief Executive Officer (Exploration Place)

Position Summary:

Responsible for the daily administrations and organizational management of Exploration Place which includes growing the business enterprise in marketing, board relationships, financial management, customer service, strategic planning and program evaluation. Works with and supports the Board of Trustees of Exploration Place, Inc., Sedgwick County Board of County Commissioners, and Sedgwick County Manager to define priorities and to ensure program and fiscal accountability.

Qualifications:

Hold an advanced degree in museum studies or business degree with experience in museum or museum-related field. Executive or Associate Director experience.

Entrepreneurial leader who demonstrates energy, enthusiasm, and vision required to accomplish the mission of the museum and guide the successful articulation and implementation of programming policies.

Significant experience, skill and enthusiasm for fundraising to provide leadership and direction for the contributed, grant and sponsorship income needs of the Museum.

Major Job Responsibilities:

- o Provide creative and innovative leadership for the continued enhancement of the Museum's programmatic, educational, and business development activities consistent with its mission.
- o Develop and maintain an organizational atmosphere that attracts, keeps and motivates a diverse and highly qualified staff and corps of volunteers who carry out the ongoing operations. Maintain and enhance an environment of teamwork and shared objectives.
- o Analyze strategic challenges faced by the organization in the areas or programs, exhibits, finance development, marketing and administration and formulate creative solutions and business initiatives to be combined in an annually updated strategic plan that meets those challenges and fosters growth and excellence.
- o Identify annual program objectives and develop capital and operating budgets that will allow for the financial and programmatic success of Exploration Place and support its strategic directions.
- o Pay a key role in identifying funding sources, including prospective funders at the national level and effectively represent and position the Museum in successful relationships with members, donors, corporations, and the public to generate greater support and funding that will secure the Museum's future.
- o Enhance the Museum's visibility by building strong relationships with appropriate cultural and civic organizations, government officials, and community leaders.
- o Effectively develop and manage a relationship with the Board of Trustees that allows for the open communication of ideas, policies and procedures, development initiatives and other operational matters that are vital to the Museum's success.
- o Ensure the Museum's compliance with all legal, local, state, governmental, grant and other regulatory guidelines.
- o Performs other related work as required.

Position: President, Chief Executive Officer (Exploration Place)

Knowledge, Skills, Abilities and Competencies:

- Knowledge of the principles or organization and administration involved in the operation and maintenance of a science or children's museum or in a related organization.
- Knowledge of the principles of budget and financial management.
- Knowledge and experience of fund-raising, marketing, and other areas of development.
- Knowledge of the principles of Long Range Planning (Strategic Planning).
- Exhibit strong management, financial, interpersonal and communications skills.
- Exhibit a mature and confident presence, excellent written and verbal skills, and the ability to relate well to community, corporate, and governmental leaders.
- Solid working knowledge of computer applications and new technology used in and by museums.
- Ability to assemble and oversee a diverse professional staff and volunteer corps that reflects the wide variety of current and anticipated programs and the communities served.

This class specification should not be interpreted as all-inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.