

## SUPERINTENDENT'S CONTRACT

This agreement, made and entered into the 19 day of February, 2008 between Kyle Powell, a legally qualified public teacher, of the first part, and the Board of Education of the Calhoun R-VIII School District, County of Henry, State of Missouri, of the second part.

Witnesseth, that Kyle Powell, agrees to perform all duties incumbent upon him as superintendent and administrator of public schools within and for said school district for a term of 1 year, beginning on the 1<sup>st</sup> day of July, 2008, for which services properly rendered and reports correctly made, according to law said Board of Education agrees to issue warrants in favor of the party of the first part upon the treasurer of said school district in accordance with the following terms:

- A. The annual salary beginning July 1, 2008, shall be \$70,000.00, and shall be paid monthly in twelve equal installments in accordance with board policy.
- B. The superintendent agrees to devote his full time, skill, labor, and attention to his employment during the term of this contract, and will not engage in any pursuit which interferes with the proper discharge of his duties. However, subject to the foregoing, the superintendent will be permitted to make presentations at educational conferences and will be allowed a maximum of 5 days per year to serve in a consulting capacity as an independent contractor.
- C. The Board of Education 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 of Education, provided the incident arose while the superintendent was acting within the scope of his employment.
- D. The termination date of the existing contract may at the end of any contract year be extended if agreeable to both parties, but at no time shall the remainder of the contract together with any extension exceed three years.
- E. Should the superintendent be unable to perform any or all his duties by reason of illness, accident or other cause beyond his control and said disability exists for a period of more than 2.5 months during any school year, the Board of Education may in its discretion make a proportionate deduction from the salary stipulated, and if such disability continues for more than 3 months or if said disability is permanent, irreparable or of such nature as to make the performance of his duties impossible, the Board of Education may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations hereof shall terminate.

- F. The Board of Education shall provide the superintendent with transportation costs at the set district rate per mile when using his own vehicle in the performance of his official duties during his employment under this contract.
- G. The Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion with the superintendent of an evaluation of his performance.
- H. The Superintendent shall receive 2 weeks vacation annually exclusive of holidays and shall be entitled to 12 days sick leave annually.
- I. The Board of Education, at the request of the superintendent or when in accordance with state statutes, shall withhold and transfer an amount of salary annually, semi-annually, or monthly to be determined by the superintendent, permitting the superintendent of schools to participate, if desired, in a tax-deferred annuity program of his choosing.
- J. Except as provided herein, the superintendent shall be entitled to any or all fringe benefits provided by board policy for professional employees.
- K. The superintendent shall attend appropriate professional meetings at the local, state and national level; he shall join the appropriate professional organizations; the expenses are to be incurred by the district.
- L. This contract is contingent upon a valid superintendent certificate.

Done by order of the Board of Education this 19 day of February, 2008.

Cindy Houk Cindy Houk  
President, Board of Education

[Signature]  
Superintendent

Date: 19 Feb 08

ATTEST:  
Jennifer Kampe Jennifer Kampe  
Secretary, Board of Education

Date: 2-19-08