

COPY

SUPERINTENDENT'S CONTRACT

This **CONTRACT** made and entered into on this 17th day of February, 2006, by and between the **BOARD OF EDUCATION OF REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI** (hereinafter referred to as **BOARD**), and **Dr. David McGehee**, an individual (hereinafter referred to as **SUPERINTENDENT**),

WITNESSETH:

1. **Appointment of Superintendent.** Pursuant to Section 168.201, R.S.Mo., the **BOARD** does hereby appoint and employ the **SUPERINTENDENT** for the position of Superintendent of Schools for the **BOARD** for a term of three (3) years, beginning on July 1, 2006, and ending on June 30, 2009 (by Board action taken on the seventeenth (17th) day of February, 2006).

2. **Acceptance by Superintendent.** **SUPERINTENDENT** hereby accepts such employment and appointment and agrees to perform the duties of said position in accordance with the laws of the State of Missouri, the Rules and Regulations of the **BOARD** as now or hereafter established, the policies and directions as made by and received from the **BOARD** from time to time, and the terms of this Contract by which both parties shall be bound.

3. **Outside Employment.** **SUPERINTENDENT** is permitted to undertake consultations, speaking engagements, writing, or lecturing, as activities outside of his employment hereunder, subject, however, to his applying to and receiving prior approval from the **BOARD** in each instance. The **BOARD** reserves the right to refuse any such application presented without assignment of reason therefor.

4. **State Certification.** SUPERINTENDENT shall provide and maintain, continuously, his valid and appropriate certification issued by the Missouri Board of Education to act as Superintendent of Schools for the **BOARD**. For failure in this respect, this Contract shall become void and of no force and effect from the date of absence or loss of such certification.

5. **Compensation of Superintendent.** The **BOARD** shall pay to the SUPERINTENDENT the sum of One Hundred Seventy Thousand Dollars (\$170,000.00) as his compensation for the school year beginning on July 1, 2006, and ending on June 30, 2007. The **BOARD** shall pay to the SUPERINTENDENT the sum of One Hundred Seventy Six Thousand Eight Hundred Dollars (\$176,800.00) as his compensation for the school year beginning on July 1, 2007, and ending on June 30, 2008. The **BOARD** shall pay to the SUPERINTENDENT the sum of One Hundred Seventy Six Thousand Eight Hundred Dollars (\$176,800.00) as his compensation for the school year beginning on July 1, 2008, and ending on June 30, 2009. During the term of this agreement the **BOARD** shall pay to the SUPERINTENDENT in each year the maximum sum permitted under law as the Basic Salary Deferral into a Tax Sheltered Annuity (TSA) of his choice. During the portion of CalendarYear 2006 covered by this Contract, in which the annual Basic Salary Deferral amount is Fifteen Thousand Dollars (\$15,000.00), the **BOARD** will pay into such TSA the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), in six installments of One Thousand Two Hundred Fifty Dollars (\$1,250.00). During Calendar Year 2007, in which the maximum annual Basic Salary Deferral amount is assumed will be Fifteen Thousand Five Hundred Dollars (\$15,500.00), the **BOARD** will pay such amount into the TSA in eleven installments of One Thousand Two Hundred Ninety-Two Dollars (\$1,292.00), and one installment of One Thousand Two Hundred Eighty-

Eight Dollars, or will pay such other maximum sum permitted under law as the annual Basic Salary Deferral amount, in twelve equal installments. During Calendar Year 2008, in which the maximum annual Basic Salary Deferral amount is assumed will be Sixteen Thousand Dollars (\$16,000.00), the **BOARD** will pay such amount into the TSA in eleven installments of One Thousand Three Hundred Thirty-Four Dollars (\$1,334.00), and one installment of One Thousand Three Hundred Twenty-Six Dollars and (\$1,326.00), or will pay such other maximum sum permitted under law as the annual Basic Salary Deferral amount, in twelve equal installments. During the first six months of Calendar Year 2009, the **BOARD** will pay into the TSA Eight Thousand Two Hundred Fifty Dollars (\$8,250.00) or one-half of the maximum sum permitted under law as the annual Basic Salary Deferral amount in six equal installments. During each year of this agreement the **BOARD** shall also pay to the **SUPERINTENDENT** as additional compensation the sum of Six Thousand Dollars (\$6,000.00) per school year that is intended to help defray a portion of the costs of operating an automobile in connection with **SUPERINTENDENT'S** work. The Six Thousand Dollars (\$6,000.00) shall be paid in twelve (12) equal monthly installments in the amount of Five Hundred Dollars (\$500.00). In addition to the automobile allowance provided herein, **SUPERINTENDENT** shall be entitled to be reimbursed for mileage driven for travel outside a thirty mile radius from the District Administrative offices at the rate provided for other employees of the District.

6. **Fringe Benefit Allowances for the Superintendent.**

SUPERINTENDENT shall be eligible, as a full-time professional employee, to participate in and receive the following allowances and fringe benefits:

A. **Employee Benefits.** Employee benefits as provided to all other professional employees, except that in the event **SUPERINTENDENT** elects spouse, children's

or family coverage under the group health insurance plan, the cost of the premiums for such coverage shall be paid by the **BOARD**.

B. **Life Insurance.** **BOARD** shall furnish to **SUPERINTENDENT** a term life insurance policy for \$1,000.00 plus the amount of his salary, which policy shall be owned by the **SUPERINTENDENT** and payable to beneficiaries as he may select.

C. **Medical Examination.** **BOARD** encourages **SUPERINTENDENT** to have a comprehensive medical and physical examination by a physician licensed to practice medicine in Missouri, annually, during the term of this Contract. The cost of such examination shall be paid by the **BOARD**. The **BOARD** may request, and **SUPERINTENDENT** shall provide, more frequent medical and physical examinations of the **SUPERINTENDENT**, at the cost of the **BOARD**.

D. **Moving Expenses** In order to defray the costs of the relocation of Superintendent's residence to Lee's Summit, Missouri, the **BOARD** will pay or reimburse reasonable and customary moving expenses on behalf of **SUPERINTENDENT**, up to a maximum of Five Thousand Dollars (\$5,000.00). **SUPERINTENDENT** shall obtain at least three estimates for such expenses and shall provide them to the **BOARD** before incurring any reimbursable charges.

E. **Dues to Professional Associations, Civic and Service Clubs, Travel Expense.** **BOARD** shall pay to or reimburse on voucher therefore, **SUPERINTENDENT** for his dues to professional associations, civic and service clubs, and for his attendance at meetings thereof. Further, **BOARD** shall pay to or reimburse on voucher therefore, **SUPERINTENDENT'S** membership dues and travel expenses incurred in attendance at annual meetings, attendance at Committee meetings of the National School Boards Association, the

American Association of School Administrators, the Missouri School Boards Association, the Missouri Association of School Superintendents, and the Midwest Suburban Superintendents Association. Other items of expenses for dues and membership in other associations and civic organizations may be paid, but upon prior approval of the President of the Board of Education.

F. **Vacations.** **SUPERINTENDENT** shall be entitled to, and **BOARD** encourages him to take, twenty-five (25) days annual vacation time, excluding holidays, during the term of this Contract, with the option to be reimbursed for up to twenty (20) days if not used, at the daily rate of compensation, with no provision being made for annual accumulations of unused days.

7. **Evaluation of Superintendent.** The **BOARD** shall conduct an evaluation of the professional performance of the **SUPERINTENDENT** at least once during each year of this Contract. This evaluation shall be completed during January of each year or as soon thereafter as practicable prior to the conclusion of this Contract.

A. Upon request of either the **BOARD** or the **SUPERINTENDENT**, there shall be provided opportunities for the **SUPERINTENDENT** to discuss with the **BOARD** Superintendent/Board relationships, his personal records, and his performance of duties, which shall be conducted in closed session.

B. Upon request of either the **BOARD** or the **SUPERINTENDENT**, the parties shall meet at least one time annually no later than February 1st to discuss the possible renewal, extension or modification of this agreement. This meeting shall be conducted in closed session.

8. **Long-Term Disability.** In the event of a long-term continuing disability of the **SUPERINTENDENT**, nothing shall serve to limit the authority of the **BOARD** to employ

an Acting Superintendent of Schools to serve and act until the return of SUPERINTENDENT to his employment and full discharge of his duties hereunder.

9. **Indemnity to Superintendent.** BOARD agrees that it shall defend, hold harmless and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of BOARD, provided that the incident or incidents arose within SUPERINTENDENT'S scope of employment, excluding conduct involving moral turpitude or criminal activity, and as such indemnity is within the authority of the BOARD to provide under State law. BOARD shall, where such is permitted and applicable, cause SUPERINTENDENT'S name to be endorsed as an insured under insurance policies carried by the BOARD. BOARD shall not, however, be required to pay any expenses or costs of the SUPERINTENDENT in any legal proceedings in which the BOARD and the SUPERINTENDENT shall have interests adverse each to the other in any litigation.

10. **Termination.** This Contract may be terminated by agreement of the parties.

11. **Invalidity in Part.** If any part hereof shall be adjudged void or unenforceable by final judgment of a Court having jurisdiction of that issue and these parties, the remaining paragraphs, subparagraphs, or parts thereof, shall remain in full force and effect and not affected by such judgment.

12. **Prior Agreements Superseded.** This Agreement supersedes all prior employment agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the ____
17th day of February, 2006 (by BOARD action taken on the 16th day of
February, 2006).

BOARD OF EDUCATION OF
REORGANIZED SCHOOL DISTRICT NO. 7
OF JACKSON COUNTY, MISSOURI

By Patricia J. Brice
President, Board of Education

(SEAL)

ATTEST:

Jean E. Miller

Jean E. Miller, Secretary

Board of Education

“BOARD”

David McGehee
Dr. David McGehee

“SUPERINTENDENT”