



**NORTH**  
KANSAS CITY  
SCHOOLS

*e s t . 1 9 1 3*

February 29, 2008

Eleanor A. Maynard, LLC  
116 Maple Hill Lane  
LaBadie, MO 63055

As per your request of 2/21/08, enclosed is the employment contract for Dr. Thomas Cummings, Superintendent of the North Kansas City School District.

Respectfully,

Paul Harrell, CFO

Tom Cummings

2006-2007

2007-2008

2008-2009

CONFIDENTIAL

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into this 14<sup>th</sup> day of MARCH, 2006, is in consideration of the terms hereof and the payments herein agreed to be made and is by and between the following parties:

A. NORTH KANSAS CITY SCHOOL DISTRICT, a/k/a School District No. 74, of Clay County, Missouri with headquarters at 2000 N.E. 46th Street, Kansas City, Missouri, hereinafter referred to as DISTRICT, Employer,

B. THOMAS P. CUMMINGS, 7735 N. Kansas Avenue, Kansas City, Missouri, 64119, an individual, hereinafter referred to as SUPERINTENDENT, Employee.

**WITNESSETH:**

1. Pursuant to Section 168.201 R.S.Mo. the DISTRICT does hereby employ SUPERINTENDENT to the position of the office of SUPERINTENDENT OF SCHOOLS of the DISTRICT.

2. The parties acknowledge the existence of a current agreement extending until June 30, 2006. The terms of that agreement are reaffirmed hereby and this agreement shall in no way modify the terms, conditions, rights and responsibilities under set agreement during the term of the same. It is the intent of this agreement to extend the commitment to both of the DISTRICT and SUPERINTENDENT for three (3) additional years pursuant to the terms set forth herein, for the term extending from July 1, 2006 through June 30, 2009.

3. SUPERINTENDENT hereby accepts such employment and appointment and agrees to perform the duties of said SUPERINTENDENT OF SCHOOLS in accordance with the laws of the State of Missouri, the Rules and Regulations of the DISTRICT as now or hereafter established, the policies and directions as made by and received from the School Board of the DISTRICT from time to time, and the terms of this agreement by which both parties shall be bound.

4. SUPERINTENDENT shall work with the Board of Education to establish annual district goals and complete a yearly SUPERINTENDENT performance review. This work will be completed no later than the end of October of school years 2006-2007, 2007-2008, and 2008-2009.

5. SUPERINTENDENT shall devote his entire working time to the duties of such employment, and shall not engage in any other gainful employment during the term hereof. Provided, however, that upon application to and prior approval by Board action he may undertake consultations, speaking engagements, writing or lecturing or other professional activities consistent with his duties hereunder, up to 10 days maximum, for which the DISTRICT shall incur no expense. Such approval may be withheld by the DISTRICT for any reason

sufficient to DISTRICT. If SUPERINTENDENT is paid for such activities, then the DISTRICT will for those days pay the SUPERINTENDENT the difference between his straight-time pay and the amount paid for the engagement, and no pay will be made to SUPERINTENDENT from DISTRICT if the engagement compensation exceeds his daily straight-time pay.

6. SUPERINTENDENT shall provide and maintain continuously in effect valid and appropriate certification issued by the Department of Education of the State of Missouri to act as SUPERINTENDENT OF SCHOOLS of the DISTRICT. For failure in this respect this agreement shall thereafter become void and of no effect, from the date of absence or loss of such qualifications.

7. SUPERINTENDENT shall also be eligible, as full time employee, to participate in the "benefit/option" involving inclusion in the DISTRICT's health and dental insurance programs, or Tax Sheltered Annuity Program. DISTRICT will provide to SUPERINTENDENT an amount equal to the cost of the family health and dental programs for each of the contract years.

*1,454<sup>00</sup> health + 91<sup>00</sup> dental = \$ 1,545<sup>00</sup>*

8. DISTRICT shall pay to SUPERINTENDENT for the first year under this agreement, from July 1, 2006 through June 30, 2007, the sum of One Hundred Seventy Seven Thousand Six Hundred Thirty Two and No/100 Dollars (\$177,632.00), and shall pay to SUPERINTENDENT for the second year (July 1, 2007 through June 30, 2008) the sum of the One Hundred Eighty Six Thousand Five Hundred Fourteen and No/100 Dollars (\$186,514.00), and shall pay to SUPERINTENDENT for the third year (July 1, 2008 through June 30, 2009) the sum of One Hundred Ninety Five Thousand Eight Hundred Forty and No/100 Dollars (\$195,840.00) all to be paid in equal monthly installments in accordance with the policy of the Board, and its established regulations, governing the payment of other professional staff employees of the DISTRICT.

*PAID \$6,750<sup>00</sup>  
Nov 2006*

In addition, SUPERINTENDENT shall be paid incentive compensation up to Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00), per contract year, at DISTRICT'S discretion if annual goals are met. SUPERINTENDENT and DISTRICT will agree on an incentive goal for the 2006-2007 school year after the 4<sup>th</sup> Cycle MSIP Standards for Accreditation and the District Annual Performance Review rubric are determined. Each contract year thereafter the incentive goal will be set in conjunction with the yearly performance review, provided in this Contract.

*PAID \$6,750<sup>00</sup>  
Nov 2007*

9. Sick leave, under the Rules and Regulations of the DISTRICT, shall continue to accumulate for SUPERINTENDENT at the rate of thirteen (13) days per year a otherwise provided in the Rules and Regulations of the DISTRICT for full time employees. Upon termination of employment of SUPERINTENDENT, DISTRICT shall pay SUPERINTENDENT one-half of his daily pay rate per day of unused accumulated sick leave, which SUPERINTENDENT has accumulated under the terms of this agreement, except that accumulated sick leave days for which SUPERINTENDENT would be reimbursed upon termination of employment, as provided above, shall never exceed sixty (60) days.

10. If SUPERINTENDENT shall pass physical examination required for such by the insurance company, the DISTRICT shall provide Two Hundred Thousand and No/100ths Dollars (\$200,000.00) of non-convertible renewable term life insurance upon the life of SUPERINTENDENT for the term of this agreement. *with MET LIFE*

11. SUPERINTENDENT agrees to have a comprehensive medical and physical examination by a physician licensed to practice medicine in Missouri once each year during his term hereof, reports and findings of which, with statement certifying to the physical health of SUPERINTENDENT shall be filed with the Secretary of the School Board, under seal as CONFIDENTIAL INFORMATION, but available to the Board, the cost of which shall be paid by the DISTRICT upon submission of bills and vouchers therefor, but not to exceed the sum of Seven Hundred Fifty and No/100ths Dollars (\$750.00) in any one year.

*\$600  
x 12  
7,200*

12. The DISTRICT shall provide an automobile allowance to SUPERINTENDENT in the amount of Six Hundred and No/100 Dollars (\$600.00) per month, during each removable year of this contract, for the acquisition and maintenance of an automobile for his use. This is in consideration of the special requirements of the duties of the SUPERINTENDENT for the benefit of the DISTRICT, and not to be considered as additional compensation. DISTRICT will allow SUPERINTENDENT one fill up per week from DISTRICT gas supplies unless, under his duties as SUPERINTENDENT, he is required to travel out of town, in which case he would be allowed reasonable additional gas from DISTRICT'S supplies to provide for that travel.

13. The DISTRICT shall pay or reimburse the SUPERINTENDENT for all travel and normal incidental expenses incurred in pursuing duties as SUPERINTENDENT, including expenses, dues and travel, for membership and attendance at the annual meetings of the National School Boards Association, the American Association of School Administrators, the Missouri School Boards Association, and the Missouri Association of School Administrators.

14. The SUPERINTENDENT shall be entitled to twenty (20) days vacation time, excluding holidays, during each of the three (3) year term of this agreement. In other words, SUPERINTENDENT shall be entitled to twenty (20) days from the year from July 1, 2006 to June 30, 2007 and twenty (20) days from July 1, 2007 to June 30, 2008 and twenty (20) days from July 1, 2008 to June 30, 2009. Except for five (5) days each year, the remainder of such vacation not taken during the term of this agreement shall not accumulate beyond the term of this agreement. In other words, SUPERINTENDENT may carry five (5) vacation days forward in any given year under the term of this agreement, however, those five (5) days must be used during the following year. Notice shall be given to and record kept by the Secretary of the Board before any day of vacation is taken. In addition, SUPERINTENDENT shall give notice to Board President, or if SUPERINTENDENT is unable to contact Board President or a School Board Officer, then to any member of the School Board, before taking any vacation time. If there are extenuating circumstances, the Board may approve additional carry over vacation days.

15. Upon request of either Board or the SUPERINTENDENT, there shall be opportunities for the SUPERINTENDENT to discuss with the Board his relationships with the Board, his personal records and his performance of duties at reasonable times. To the extent

permitted by law, this shall be done in closed Executive Session. The Board shall evaluate and assess the performance of the SUPERINTENDENT at least once a year during the term of his contract. This evaluation shall assess the SUPERINTENDENT's performance in relationship to his duties and objectives of the Board for the year in question. The evaluation shall be completed no later than August 30 of each year and shall include input from staff, teachers, parents and patrons as well as review of work product and other documentation.

16. In the event of disability of the SUPERINTENDENT, by reason of illness, accident or incapacity, the compensation of the SUPERINTENDENT shall be suspended upon the exhaustion of the accumulated sick leave of the SUPERINTENDENT, but reinstated after the SUPERINTENDENT has returned to the employment and undertaken the full discharge of his duties. Against such contingency, the DISTRICT shall continuously maintain its effect during the term of this agreement a salary-payer insurance plan specified under Plan 5, ten units, as identified in AASA Salary-Payer Insurance Plan identified in Exhibit "A" hereto attached and made apart hereof. If this agreement be terminated on account of permanent physical/mental disability of the SUPERINTENDENT, and the compensation to the SUPERINTENDENT be discontinued on such account, the DISTRICT, nevertheless, shall continue to maintain such salary/payer plan throughout the entire term of this agreement. Physical/mental examinations hereunder, if a single examiner be not so named and accepted, shall be performed by three physicians, all licensed to practice medicine in the State of Missouri, one to be selected by the DISTRICT, one by the SUPERINTENDENT or his representative, and a third by the other two physicians.

*Disability Compensation with UNUM - 50% of salary*

17. The Board shall provide a mutually agreed upon deferred compensation arrangement that will allow the SUPERINTENDENT to defer a portion of his compensation provided above. The Board will not have any responsibility to fund any portion of this plan other than any set up and/or administration expenses. Any funding of the plan will be by a deferral of SUPERINTENDENT's compensation hereinabove set forth. Any plan must meet the legal requirements of the State of Missouri and the Internal Revenue Code.

18. DISTRICT 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 the DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of his employment, excluding conduct involving moral turpitude, and as such, is within the authority of the DISTRICT to provide under State law.

If in the good faith opinion of legal counsel for the DISTRICT, conflict exists as regards to the defense of such claim between the legal position of the SUPERINTENDENT and the legal position of the DISTRICT, and if the SUPERINTENDENT is otherwise entitled to be provided a defense by the DISTRICT, the SUPERINTENDENT may engage counsel in which event DISTRICT shall indemnify the SUPERINTENDENT for the costs of legal defense as permitted by State law.

19. This Employment Agreement may be terminated by:

A. Agreement of the parties.

B. Permanent physical/mental disability of the SUPERINTENDENT on account of illness, accident or incapacity. If such condition is not acknowledged by the SUPERINTENDENT, the DISTRICT may require the SUPERINTENDENT to submit a medical examination, to be performed by a medical doctor licensed to practice medicine in the State of Missouri, selected by the DISTRICT and acceptable to the SUPERINTENDENT or his representative. The examination shall be done at the expense of the DISTRICT. The physician shall undertake, before examination is made, to report in writing to the DISTRICT his findings as to the nature, extent and performance of the disability, and such findings shall be limited to such issue.

C. Discharge for cause. Such cause shall be that of conduct seriously prejudicial to the DISTRICT, including, but not limited to, neglect of duty, breach of contract, conviction of a criminal offense involving moral turpitude, intentional misrepresentation or deceit in the presentation of matters of the consideration of the School Board. If there be consideration of such discharge for cause, the SUPERINTENDENT shall be provided a written statement in detail of the allegations and charges upon which the same is based and, at the request of the SUPERINTENDENT, an opportunity to discuss the same informally with the School Board, and exercise such request shall constitute a waiver as to hearing. If such request is not made, a hearing before the School Board shall be held, upon reasonable notice, at which the SUPERINTENDENT shall be accorded due process of law. Provided, however, that upon agreement of the parties, with clear understanding in writing that a hearing is not waived, the School Board and the SUPERINTENDENT may meet and confer upon the subject without prejudice. In any such consultation or hearing, the SUPERINTENDENT may be represented and accompanied by legal counsel of his own choosing, at his own expense. If permitted by law, at the election of the SUPERINTENDENT, such hearing may be conducted in Closed Executive Session, but failing such election, shall be a public hearing. Such hearing shall be held under and conducted in accordance with the rules of the Administrative Procedure Act of the State of Missouri, Chapter 536 RSMo. In the event that this Employment Agreement is terminated by agreement or by the early termination option, as set forth in paragraphs A and C, above, the requirement of a hearing before the Board is waived by the SUPERINTENDENT. Notwithstanding any provisions set forth elsewhere in this agreement, if SUPERINTENDENT's employment is terminated for cause under this Section, then all compensation to SUPERINTENDENT, including all benefits, shall cease effective at the close of the monthly installment pay period in which the termination becomes effective.

D. Notwithstanding the type of termination, SUPERINTENDENT shall upon termination of this agreement participate in exit interview with the School Board and submit to School Board a written state of the DISTRICT summary.

20. The DISTRICT shall notify the SUPERINTENDENT, in writing, no later than December 1, 2008 if it does not intend to employ him for the one (1) year period following the expiration of this contract. Failure of the DISTRICT to so notify SUPERINTENDENT shall

extend this contract, on the same terms and conditions hereof (at salary at July 1, 2006 through June 30, 2007 level), until June 30, 2010. SUPERINTENDENT shall have until January 1, 2009 to notify DISTRICT, if he does not wish to extend the agreement until June 30, 2010, as provided above, if the DISTRICT has failed to give the notice required above and that the parties have not entered into a new agreement extending SUPERINTENDENT's employment. If the parties entered into an agreement employing SUPERINTENDENT following the term of this agreement, then the provisions of this paragraph shall be null and void.

21. All notices to be given hereunder by either party shall be in writing and sent by United States mail, first class, postage prepaid to the following:

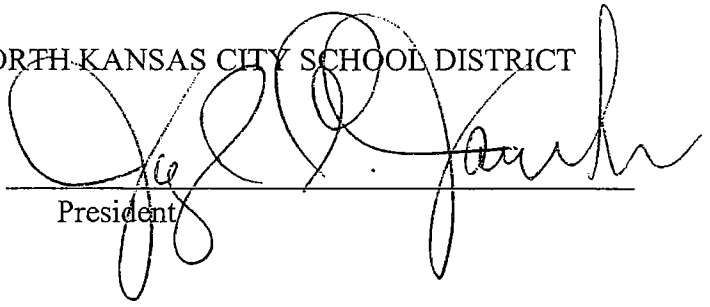
If to the DISTRICT: President, Board of Education  
North Kansas City School District  
2000 N.E. 46th Street  
Kansas City, Missouri 64116

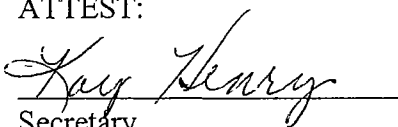
with copy to: Jerome E. Brant  
Two South Main  
Liberty, Missouri 64068

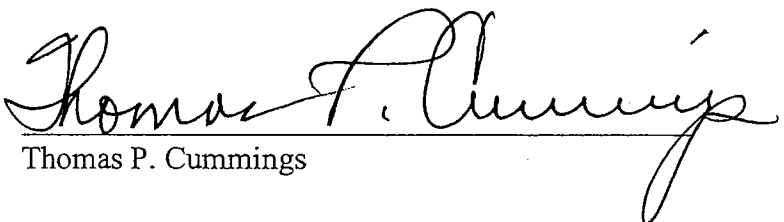
If to SUPERINTENDENT: Thomas P. Cummings  
7735 N. Kansas Ave.  
Kansas City, MO 64119

22. 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 remainder of the agreement not affected by such judgment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year above written.

NORTH KANSAS CITY SCHOOL DISTRICT  
By   
President

ATTEST:  
  
Secretary

  
Thomas P. Cummings

Law Office of Eleanor A. Maynard, LLC

116 MAPLE HILL LANE  
LABADIE, MO 63055  
(314) 795-6696  
FACSIMILE (636) 451-0435

[Eleanor.Maynard@gmail.com](mailto:Eleanor.Maynard@gmail.com)

February 21, 2008

Custodian of Records  
Board of Education  
North Kansas City 74 School District  
200 NE 46<sup>th</sup> Street  
Kansas City, Missouri 64116

Re: Records Request

Dear Custodian of Records:

This is a request for information under Missouri's Sunshine Law, Chapter 610, RSMo, regarding the salary and benefits of the superintendent of the North Kansas City 74 School District. This request is for documents, including, but not limited to, written and/or electronic communications, such as contracts, agreements, letters, memoranda, e-mails, notes to files, hand-written notes, accounting records, etc.

Please provide me with documents from 2004 through the present that contain the following information regarding the superintendent of the North Kansas City 74 School District:

1. The superintendent's base salary.
2. Any allowances or amounts paid to the superintendent in addition to his/her base salary.
3. Any other valuable consideration provided to the superintendent by the school district in the form of cash, credit or services rendered.
4. Any dues or membership fees paid to associations or clubs on behalf of the superintendent.
5. Any housing or any housing allowance provided or paid to the superintendent (or to a third party on his/her behalf).
6. Any auto or auto allowance provided or paid to the superintendent (or to a third party on his/her behalf).
7. Any allowance paid to the superintendent for entertainment, dining, or similar activity, or any amounts paid to a third party on the superintendent's behalf for these activities.

8. If the superintendent is provided with a cell phone or a personal digital assistant (such as a BlackBerry or similar device) that is paid for by the district, please provide:
  - a copy of the contract
  - a copy of the superintendent's cell phone bills for the last three months
9. If the superintendent is provided with an allowance for expenses for a cell phone and/or personal digital assistant (such as a BlackBerry or similar device), please provide:
  - Documents showing how the superintendent is reimbursed for this expense (for example, a copy of a policy that shows what expenses qualify and/or what documentation is required to be submitted by the superintendent to support the allowance).
  - Documents showing the amounts of any allowance paid to the superintendent for a cell phone and/or personal digital assistant.
10. Any of the superintendent's retirement benefits, including, but not limited to: pension, deferred compensation, health care benefits, etc.
11. A copy of any contract or agreement with the superintendent, including but not limited to:
  - Employment agreements
  - Consulting agreements
  - Any agreement containing a buy-out clause, i.e. a provision for cash payment(s) to the superintendent in the event of early termination of the agreement
  - Any document that sets forth pay-for-performance goals, guidelines for achieving or receiving bonuses, incentive payments, or similar payments.
12. Any donation, honorarium, or other valuable consideration paid to or received by the superintendent from a school foundation or other privately funded entity.

If the records are not available by the end of the third business day following the date this request is received, please provide an explanation for the delay and the date the record will be available for inspection. Also, if some of the records are exempt from disclosure, please provide redacted copies so that the nonexempt information is disclosed. If all or part of this request for access is denied, please provide a written statement of the grounds for each such the denial.

The documents requested are likely to contribute to the public understanding of the operations of the North Kansas City 74 School District and the request is not primarily in the commercial interest of the requestor. As provided in the Sunshine Law, I, therefore, request that you waive the fees for locating and copying the records. In addition, public testimony of the Missouri Council of School Administrators indicated that this information was readily available to the public and, therefore, we would anticipate that there will be no cost associated with

providing the relevant documents. If you elect not to waive the costs, please provide me with an estimate of the costs for search, research and duplication fees.

If you have any questions, please contact me at (314) 795-6696.

Very truly yours,

Eleanor A. Maynard