

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made this 6 day of March, 2006, between the Board of Education for the Raymore-Peculiar R-II School District ("Board"), and Dr. Jeff Kyle ("Dr. Kyle" or "Superintendent"). In accordance with its actions, as found in the minutes of the meeting held on the 6 day of March, 2006, the Board does hereby employ Dr. Kyle as Superintendent of Schools for a period of three (3) years, commencing July 1, 2006 and ending June 30, 2009. The parties agree that Dr. Kyle shall perform the duties of Superintendent of Schools in and for the public schools of the Raymore-Peculiar R-II School District, as prescribed by the laws of the State of Missouri, and by the rules and regulations made thereunder by the Board and the District.

WITNESSETH THAT:

1. In consideration for performing the duties required of the Superintendent of Schools, Dr. Kyle shall receive a total annual salary for the 2006-2007 school year in the amount of One Hundred Thirty Thousand and no/100 dollars (\$130,000) to be paid in twelve equal installments or as otherwise provided by Board of Education policy.
2. Superintendent's salary for the 2007-2008 school year shall be One Hundred Forty-Five Thousand and no/100 dollars (\$145,000). The salary for the 2008-2009 school year shall be One Hundred Sixty Thousand and no/100 dollars (\$160,000).
3. During each school year included in the term of this Contract, the Board shall pay for the Superintendent's health insurance under the District's group health insurance plan and pay for dental insurance under the District's group dental insurance plan. The Board shall pay for term life insurance coverage under the District's group life insurance plan in the amount of the Superintendent's annual salary.
4. Superintendent shall receive twenty (20) days of vacation annually. Vacation must be used by December 31 of the succeeding school year or shall be lost.
5. Superintendent shall receive twelve (12) days of sick leave annually, two (2) of which may be used for personal leave. Earned sick leave may be accumulated in accordance with Board policy.
6. Superintendent shall receive a monthly transportation allowance of \$500.00 for use of Superintendent's personal vehicle in the performance of official duties while traveling within a 30-mile radius of District Office. Superintendent shall also be reimbursed for reasonable travel expenses, and on all miles traveled when a trip exceeds a 30-mile radius of District Office, for use of his personal vehicle in the performance of official duties at the standard rate of mileage reimbursement established by the Board. Requests for reimbursement and supporting documentation shall be submitted to the Board President or the President's designee for approval.

7. The District shall pay or reimburse Superintendent for such other reasonable expenses as approved by the Board and incurred by Superintendent in the continuing performance of his duties, as approved by the Board in the annual budget, subject to prior approval by the Board President or the President's designee.

8. The Board shall defend, hold harmless, and indemnify Superintendent from and for any and all demands, claims, suits, actions and legal proceedings arising out of his service as Superintendent, whether asserted against him in his individual capacity or in his official capacity, as an agent and employee of the Board, provided the incident arose while Superintendent was acting within the scope of his employment and as such liability coverage is within the authority of the Board to provide under Missouri law. In no event will individual members of the Board be considered personally liable for indemnifying Superintendent against claims, actions, or legal proceedings.

9. Superintendent agrees to have a complete medical examination every other year and to have the physician performing such examination provide the Board with a written statement certifying the Superintendent's continued medical fitness to perform his duties. Such statement shall be confidential. The cost of such medical report shall be borne by the District.

10. In the event of disability by illness or capacity, the Board may terminate this Contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional period of 90 days. All obligations of the District shall cease upon such termination. If a question exists concerning the capacity of the Superintendent to perform his duties, the District may require the Superintendent to submit to a medical examination by a physician. The District and Superintendent shall mutually agree on the physician who shall conduct the examination. The examination shall be at the expense of the District. The physician shall limit the report to the issue of whether Superintendent has a disability that prevents him from performing his duties.

11. Superintendent agrees to perform faithfully the duties and obligations of Superintendent of Schools, as required by the laws of the State of Missouri and the rules, regulations and policies of the Board, which exist or which may hereafter be adopted or modified by the Board, and to serve as Executive Officer of the Board.

12. 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 that interferes with the proper discharge of his duties.

13. Superintendent shall maintain at all times, during the term of this Contract, a valid and appropriate certificate, as defined in the Missouri Revised Statutes, to act as Superintendent of Schools in the State of Missouri.

14. Provided that it does not detract from his responsibilities as Superintendent, the District encourages Superintendent to participate in activities conducted or sponsored by local, state, and national school administrator and school board associations and in such other activities as will serve to improve the capacity of the Superintendent to perform his professional responsibilities of the District. Accordingly, the District will permit a reasonable amount of release time for Superintendent to attend such activities and will pay the necessary fees and expenses for attendance at such activities, as approved by the Board in the annual budget. The District will also pay for membership in MASA and AASA and for Superintendent's membership dues in two local civic or service organizations.

15. This contract may be terminated for cause, including but not limited to failure to comply with the terms of this contract or any cause for which the contract of a permanent teacher may be terminated, following service of written charges, notice of hearing and an opportunity to request a Board hearing to provide the Board with reasons why his employment should not be terminated.

16. Upon mutual consent, this contract may be terminated without penalty or prejudice against either the Board or the Superintendent. In the event this contract should be terminated by mutual consent, the Board shall pay the Superintendent all remuneration and benefits accrued but unpaid during the period of employment immediately prior to such termination.

17. The Board may, at its option, with not less than ninety (90) calendar days written notice to the Superintendent prior to the end of the academic year, unilaterally terminate this contract without cause. In the event of termination without cause, the Board shall pay to the Superintendent all of the aggregate salary he would have earned under the contract through the end of the academic year in which written notice is given, less such sums as the Superintendent may earn during normal business hours from other employment following such termination and until the end of the academic year during which written notice is given.

18. The provisions of this Contract will be governed by the laws of the State of Missouri.

19. If a court of competent jurisdiction determines that any provision contained in this Contract, or any part thereof, cannot be enforced, the parties agree that such determination shall not affect or invalidate the remainder of the Contract.

20. This Contract constitutes the entire agreement between Superintendent and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Contract must be in writing and signed by the parties.

DATED this 6 day of March, 2006.

Jeff Kyle
SUPERINTENDENT

Tom Broadhurst
PRESIDENT - BOARD OF EDUCATION

Pamela Steele
SECRETARY - BOARD OF EDUCATION