

SUPERINTENDENT EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between Richard Allan Markley ("Superintendent") and the Board of Education for the Raytown C-2 School District ("Board"). In accordance with its actions, as found in the minutes of the meeting held on the 10th day of December 2007, the Board has and does hereby employ Richard Allan Markley as Superintendent of Schools for a period of 36 months commencing July 1, 2008, and ending June 30, 2011. Both parties agree that said employee shall perform the duties of Superintendent of Schools in and for the public schools of the Raytown C-2 School District ("District"), as prescribed by the laws of the State of Missouri, and by the rules and regulations made thereunder by the Board of Education of the District.

WITNESSETH:

1. That, in consideration of an annual salary of One Hundred Seventy Thousand and no/100 Dollars (\$170,000.00), the Superintendent agrees to perform faithfully the duties and obligations of Superintendent of Schools required by the laws of the State of Missouri and the rules, regulations and policies of the Board of Education, which are existing or which may hereafter be created by the Raytown C-2 Board of Education and to serve as Executive Officer of the Board of Education.

2. 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 that 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 to teach at local colleges and universities, with prior notice to and consent of the Board.

3. The Board shall provide the Superintendent with a monthly car allowance in the amount of Five Hundred Dollars and no/100 (\$500.00). Due to the provision of a monthly car allowance, there will be no mileage reimbursement for in-District or local travel. In addition, the Superintendent shall be reimbursed by the Board for meals, lodging, and other necessary expenses incurred in the performance of his duties.

4. The Board shall provide the highest tier personal health and dental insurance coverage for the Superintendent and his family, including his dependents, offered to the other professional employees of the District. The Superintendent shall also receive any other personal benefits accorded to other professional employees of the District. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent.

5. The Board shall provide a term life insurance policy to the Superintendent in the amount of One Hundred Fifty Thousand and no/100 dollars (\$150,000).

6. The Board shall reimburse the Superintendent for moving expenses to relocate from the Logan-Rogersville R-VIII School District in Rogersville, Missouri to the Raytown C-2 School District in Raytown, Missouri. Superintendent shall obtain two (2) bids for the moving expenses, and the Board shall reimburse Superintendent for the lower bid in an amount not to exceed Two Thousand Five Hundred and no/100 dollars (\$2,500).

7. The Superintendent shall join national and state professional organizations related to the Superintendency and those required by the Board, including the Rotary

Club and the Chamber of Commerce. In addition, the Superintendent shall attend appropriate professional meetings at the local, state and national level. The Board shall pay the costs of such memberships and meetings.

8. The Superintendent shall receive twenty (20) days vacation annually, exclusive of legal holidays. Vacation days shall be taken within twelve (12) months of the year in which it is earned and shall not be cumulative. Used vacation days shall be reported to and recorded by the Board Secretary. Sick leave is the same as is provided to other professional employees pursuant to Board policy.

9. 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/her individual capacity, or in his/her 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.

10. The Superintendent will maintain a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri, as directed by the Board of Education.

11. Following the Board's decision to discharge during the term of this Contract, the Superintendent shall have the right to service of written charges, notice of hearing, and an opportunity to provide the Board with reasons why his employment should not be terminated.

12. Any merit increase shall be based upon individual merit combined with the performance of the school district and student academic achievement.


13. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more than sixty (60) consecutive days during any school year, the Board of Education may, at its discretion, make a proportionate deduction from the salary stipulated, and if such disability continues for more than ninety (90) consecutive days, or if said disability is permanent, irreparable, or of such a nature as to make the performance of his duties impossible, the Board may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations hereof shall terminate.

14. The Board shall devote a portion of, or all of, one meeting during each contract year to a discussion of the working relationship between the Superintendent and the Board and concerning the Superintendent's performance. In evaluating the Superintendent's performance, the Board specifically will consider the area of student academic achievement as well as the general performance of the District. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.

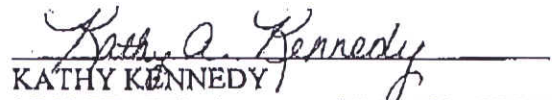
15. This contract is not effective until Richard Allan Markley receives a written release from his existing contract with the Logan-Rogersville R-VIII Board of Education.

16. Superintendent shall reside within the boundaries of the Raytown-C-2 School District during his employment by the District.

Dated this 18th day of Dec, 2007.


RICHARD ALLAN MARKLEY
SUPERINTENDENT


CATHY MACK
PRESIDENT - BOARD OF EDUCATION


KATHY KENNEDY
SECRETARY - BOARD OF EDUCATION