

Superintendent's Contract

It is hereby agreed by and between the Board of Education of Adair County R-II School District of Adair County, State of Missouri (hereinafter called the "Board") and DIANE BRADLEY (hereinafter called the "Superintendent") that the said Board, in accordance with its action as found in the minutes of the meeting held on the 22nd day of January, 2007, has and does hereby employ the said DIANE BRADLEY as superintendent of schools for the 2007-2008 school year commencing July 1, 2007. Both parties agree that said employee shall perform the duties of superintendent of schools in and for the public schools of said 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 said district.

Witnesseth

- A. That in consideration of an annual salary of \$64,692.00 for the 2007-2008 school year, the Superintendent agrees to perform faithfully the duties and obligations of superintendent of schools required by the laws of the State of Missouri, the rules, regulations, and policies of the Board of Education which are existing or which may hereafter be created by the Adair County R-II Board of Education and to serve as executive officer of the Board of Education. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff members in the district.
- B. The Superintendent agrees to devote his or her full time, skill, labor, and attention to her employment during the term of this contract, and will not engage in any pursuit that interferes with the proper discharge of her duties.
- C. That the Superintendent shall receive personal health insurance coverage and 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.
- D. The Superintendent shall attend appropriate professional meetings at the local and state level, the expenses of said attendance to be incurred by the district. National meetings are to have prior approval and will be reimbursed at the rate of 50% of approved expenses. Approved transportation will be reimbursed at the rate of 65% of July 1, 2007 IRS standard business mileage rate.
- E. The Superintendent shall receive 15 days vacation annually exclusive of legal holidays and shall be entitled to 13 days sick leave annually (3 of which may be used as personal days and which may be carried to the next year as sick days). Vacation shall be taken during the contract year or during the summer months (before students return to school) following the contract year in which it is earned, and shall not be cumulative. Earned sick leave shall be cumulative to a maximum of 75 days or as provided by Board policy for professional employees.
- F. That 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 or her individual capacity, or in his or 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 or her employment.
- G. That the Superintendent will furnish a valid and appropriate certificate and maintain such certification throughout employment to act as superintendent of schools in the State of Missouri, as directed by the Board of Education. Superintendent acknowledges that this agreement is also contingent upon the District's receipt of a clean criminal background check and child abuse/neglect report from the State of Missouri.

H. This Agreement may be terminated prior to expiration of the term hereof or any extension hereof as follows:

a. Without Cause: This Agreement may be terminated by the Board at any time by giving notice in writing by certified mail to the Superintendent that he or she has been relieved of his or her duties; provided, however, that the Superintendent shall retain the right to receive compensation for the remainder of the Contract, as provided in paragraph 1 of this Agreement and any amendments hereto. Upon receipt of such notice, the Superintendent shall relinquish all other rights or duties to which the Superintendent would otherwise be entitled to under this Agreement.

b. For Cause: This Agreement may be terminated by the Board at any time during the term of this Agreement or any extension hereof by giving notice to the Superintendent by certified mail, of one or more of the following causes:

i. Failure to comply with terms and conditions of this Agreement;

ii. Immoral conduct or conduct unbecoming of the position of the Superintendent of the Adair County R-II School District, as the same may reasonably be determined by the Board consistent with the Missouri Teacher Tenure Act and judicial interpretation thereof; or

iii. Willful violation of written policies and/or directives of the Board of the Adair County R-II School District or willful violation of the school laws and regulations consistent with state statute and judicial interpretation thereof.

iv. Such other good cause as may exist in accordance with Missouri law.

In the event of termination of employment for cause as hereinabove provided, all compensation and benefits of the office of Superintendent shall cease and terminate on the effective date of such termination.

I. Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident or other cause beyond his or her control and said disability exists for a period of more than one month 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 two months or if said disability is permanent, irreparable or of such nature as to make the performance of his or her duties impossible, the Board of Education, may, at its option, terminate this agreement, whereupon the respective duties, rights, and obligations hereof shall terminate.

J. That the Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion of the working relationship between the Superintendent and the Board, and concerning the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an on-going basis.

K. 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.

L. The provisions of this Agreement will be governed by the laws of the State of Missouri.

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

N. This Agreement constitutes the entire agreement between Superintendent and the Board, and supercedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Agreement must be in writing and signed by the parties.

In witness whereof, Board and Teacher have executed this Agreement as of the date by which both parties have affixed their signatures.

BY ORDER OF THE BOARD OF EDUCATION

BY: David Bradley
(Teacher)

4/20/07
(Date Signed)

BY: Bonnie A. Smith
(President, Board of Education)

ATTEST: Lois R. Thompson
(Secretary, Board of Education)

4/20/07
(Date Signed)