

SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the Board of Education of the Affton School District, located in St. Louis County in the State of Missouri (hereinafter called the "Board") and Dr. Donald Francis (hereinafter called the "Superintendent") that the said Board, in accordance with its action as found in the minutes of the meeting held on May 15, 2007, has and does hereby employ the said Dr. Donald Francis as Superintendent of Schools for a three-year period commencing July 1, 2007. Both parties agree that said employee shall perform the duties of the Superintendent of Schools in and for the public schools in said District as prescribed by the laws of the State of Missouri and by the rules and regulations made hereunder by the Board of Education of said District.

WITNESSETH:

- A. The salary to be paid by the Board to the Superintendent for the period from July 1, 2007, through June 30, 2008, shall be \$151,257.00 per year. In the event that the certificated personnel within the District receive a salary increase for the 2008-09 school year, Superintendent salary shall be increased at least by the same percentages as the increase granted to certificated personnel. The salary to be paid by the Board to the Superintendent for the period from July 1, 2008, through June 30, 2009, shall be no less the salary paid for July 1, 2007, through June 30, 2008. In the event that the certificated personnel within the District receive a salary increase for the 2009-10 school year, the Superintendent's salary shall be increased by no less than the same percentage as the increase granted to certificated personnel.
- B. That throughout the term of this contract, the Superintendent shall be subject to discharge for good and just cause. Good and just cause shall be defined as follows:
1. Physical or mental condition unfitting him to act as Superintendent;
 2. Immoral conduct;
 3. Incompetency, inefficiency or insubordination in line of duty;
 4. Willful or persistent violation of, or failure to obey the school laws of the state or the published regulations of the Board of Education of the School District employing him;
 5. Excessive or unreasonable absence from performance of duties; or

6. Conviction of a felony or a crime involving moral turpitude.
- C. That it is agreed the Superintendent will furnish, throughout the life of this contract, a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri and that the Superintendent hereby agrees to devote his full time, skill, labor and attention to said employment during the term of this contract, provided, however, that the Superintendent, by written agreement with the Board, may undertake other professional duties and obligations.
- D. That during the performance of this contract by Superintendent, the Board shall pay the full premium, for Superintendent's insurance policy for health, dental, vision and other primary medical insurance as is provided for certificated staff; Superintendent's spouse shall be included at district expense. In addition, the Board will provide disability insurance in an amount equal to the Superintendent's salary.
- E. That the Board will pay the full premium for a term life insurance policy which will be in an amount equal to twice the Superintendent's salary.
- F. That the Superintendent will have freedom to organize, reorganize, and arrange the administrative and supervisory staff which in his judgment best serves the Affton School District; that the administration of curriculum, personnel, instruction, facilities and business affairs will be lodged with the Superintendent; that the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent; and that the Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.
- G. That the Board, during the month of February of each school year referred to herein, shall devote a portion of one meeting to an evaluation of the work of the Superintendent, and formally evaluate the Superintendent.
- H. That the Superintendent shall attend, with prior Board approval, conferences, meetings, seminars, institutes and participate in other educational experiences, the expenses of said attendance and participation to be incurred by the District. That the Board shall reimburse the Superintendent for transportation and other expenses incurred in the performance of his official duties.

- I. The Board recognizes the fact that the performance of the Superintendent's duties requires the use of an automobile. In lieu of furnishing the Superintendent with an automobile, the Superintendent will be paid \$300.00 per month as and for an automobile allowance, for the years of 2007-08, 2008-09, and 2009-10. This allowance is in addition to the mileage reimbursement which may be paid to the Superintendent under existing district policy for use of his car on business trips made outside the metropolitan St. Louis area.
- J. That the Superintendent shall receive annually 20 work days as vacation, in addition, Superintendent shall be entitled to participate in the following Holidays: Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Years Day: The annual 20 workday vacation shall be taken within 12 months of the year in which it is earned and shall not be cumulative unless approved by the Board. If mutually agreed upon by the Board and the Superintendent, with respect to the Superintendent's 20 workday vacation, he may exchange a maximum of 10 vacation days annually for payment in lieu of vacation at the per diem rate of 1/260 of annual salary. The Superintendent shall receive the same personal days, emergency days, family leave, and bereavement days, as is provided for certificated staff.
- K. That this contract may be extended annually not to exceed a three-year contract with the Superintendent, the Board shall consider such action in March at either a regular or special meeting.
- L. That the Superintendent shall receive sick leave with pay to the same extent, as now, or hereafter, allowed tenure certified personnel under Board policies. In the event that Superintendent shall be unable to perform any of his duties by reason of illness, accident or other cause beyond his control, and if such disability shall continue for more than six months, or if said disability is manifestly permanent, irreparable or of such nature as to make the performance of his duties impossible, then the Board may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations hereunder shall cease. Any such disability which may arise by reason of physical or mental health shall be determined by one or more qualified physicians of the Board's

selection.

- M. That the Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual written consent of the Board and the Superintendent.
- N. The parties hereto acknowledge that the Superintendent is covered under the "The Public School Retirement System of Missouri", and that appropriate deductions from Superintendent's salary and contributions from Affton School District will be made during the term of this contract.
- O. In the event Superintendent is the subject of a claim or lawsuit brought against him, growing out of the performance of his duties as Superintendent for the Affton School District, the District will hold Superintendent harmless, defend and indemnify him, except where Superintendent's conduct is judicially determined to be immoral, willful, or intentional misconduct, or a criminal offense.
- P. If, during the term of this contract, it is found that a specific clause of the contract is illegal according to Federal or State law, the remainder of the contract not affected by such a ruling, shall remain in force.

SFP

President, Board of Education

5/23/07

Date

Mary Ann Schiller

Secretary, Board of Education

5/23/07

Date

Donald E. Freese

Superintendent

5-23-07

Date