

SUPERINTENDENT'S CONTRACT

This contract is entered into this 29th day of May, 2007, between the Board of Education of the Albany R-III School District ("Board" or "District") and David Fairchild, referred to as Superintendent.

1. **TERM:** The district agrees to employ the Superintendent, and the Superintendent agrees to accept such employment as superintendent of the District's schools, for a period commencing January 1, 2008 and ending June 30, 2008.

The District may by specific action and with the consent of the Superintendent extend termination date of the existing contract to the full extent as permitted by state law.

18. **SUPERINTENDENT'S DUTIES:** The Superintendent shall have responsibility for the administration of the schools of the District at the direction of the Board. The Superintendent shall act as chief executive officer of the District. As such, he shall be responsible for the selection, direction and assignment of the teachers and other employees in the manner that most efficiently and effectively accomplishes the educational mission of the district, and for making recommendations concerning the annual budget and for administering the budget adopted by the Board. The Superintendent shall provide for compliance with applicable laws and regulations relating to public schools in the state of Missouri, and shall perform his duties and supervise the employees and students of the District in a manner consistent with such laws and regulations.

The Superintendent shall administer and enforce the policies, rules, regulations and procedures of the District, shall recommend necessary additions or changes, and shall perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board.

19. **CERTIFICATION:** The Superintendent shall hold a valid certificate issued by the Missouri Department of Elementary and Secondary Education.
20. **COMPENATION:** The Superintendent's salary for this period of time shall be \$500 per day for a period of 70 days at 6 hours per day.
21. **EXPENSES:** The District shall pay or reimburse the Superintendent for travel to and from work at the rate of \$.40 per mile. Actual expenses will be paid for meetings that are considered necessary.
22. **EVALUATION:** The Board shall evaluate and assess in writing the performance of the Superintendent at least once during the term of this contract. This evaluation assessment shall be reasonably related to the position description of Superintendent and the goals and objectives of the District for the term in question.

23. TERMINATION OF EMPLOYMENT:

- A. Mutual agreement of the both parties.
- B. Disability of Superintendent
- C. Death of Superintendent
- D. The Board may discharge Superintendent and immediately terminate this contract for cause. Such discharge and termination shall be for conduct, which is seriously prejudicial to the District including, but not limited to neglect of duty, breach of contract, or an offense or action involving moral turpitude. Upon finding that it has reason to discharge the Superintendent for cause, the Board shall notify the Superintendent in writing. Thereafter, the Superintendent may request a hearing before the Board, in writing, within ten (10) days of receipt of the Board's notice of discharge. The Superintendent may retain and be represented by legal counsel before the Board, at the Superintendent's cost. Any such meeting shall be conducted in closed executive session unless specifically prohibited by State Law. After the meeting, the Superintendent shall be notified in writing of the Board's decision.
- E. **SAVINGS CLAUSE:** If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

In Witness Whereof, the District has cause this Employment Contract to be approved in his behalf by a duly authorized officer and Superintendent has approved this Employment Contract effective on the day and year specified in paragraph 1.

David J. Juchacz Date 6-1-07
Superintendent

[Signature] Attest: Marilyn O'Connell
Board President Secretary, Board of Education

Date 6/29/07 Date 06/20/07