

**CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
ARCADIA VALLEY R-II SCHOOL DISTRICT**

This agreement is entered this 14th day of June, 2007 between Board of Education of the Arcadia Valley R-II School District ("Board" or "District") and CLIFFORD CARVER ("Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's schools, for a period of three years, from 2007 through 2010, subject to the provisions of this agreement.

2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall at all times during the term of this agreement possess a valid certificate as a superintendent of schools in the state of Missouri.

The Superintendent shall have responsibility for the administration of the schools of the District under the direction of the Board, and shall act as chief executive officer of the District. As such, he or she shall be directly responsible for the selection, direction, and assignment of the administrative staff, teachers, and other employees in the manner which 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 or her 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.

3. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, and the American Association of School Administrators, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of such other organizations as he or she may deem appropriate at District expense if approved by the Board. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within amounts budgeted for such purposes if, in his or her discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include such amounts.

4. **COMPENSATION.** The salary payable to the Superintendent under this agreement for the 2007-2008 school year shall be \$119,000.00 payable on a monthly basis and subject to all deductions required by law. The salary for the 2008-2009 school year shall be an amount equal to the salary established for the prior year, plus an additional amount determined by multiplying such prior year's salary by the percentage equal to the average salary increase, if any, applicable to certificated teachers employed in non-administrative positions in the District for such school year as determined by the salary schedule established for such year by the Board prior to July 1 of that year, and if no such schedule is established at that time, then the salary is negotiable. The salary for the 2009-2010 school year shall be an amount equal to the salary for the prior year, plus an additional amount determined by multiplying such prior year's salary by the percentage increase equal to the average salary increase, if any, applicable to certificated teachers employed in non-administrative positions in the District in such school year as determined by

the salary schedule established by the Board prior to July 1 of that year, and if no such schedule is established at that time, then the salary is negotiable.

5. **EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his or her performance under the applicable guidelines for performance based evaluation available through the Department of Elementary and Secondary Education, or under another evaluation method agreed upon by the Superintendent and the Board.

6. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:

(A) **VACATION.** The Superintendent shall be entitled to fifteen (15) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Vacation days shall be cumulative to the extent that unused vacation days earned during a given year may be carried over for use during the next year up to a maximum of twenty days. Any unused vacation days remaining shall be paid to the Superintendent at the per diem rate of 1/250 multiplied by the annual salary then payable to the Superintendent.

(B) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his or her duties.

(C) **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligation to the superintendent under this paragraph.

(D) **TRANSPORTATION EXPENSE.** As a condition of employment, the Superintendent is required to purchase or lease a personally owned automobile for business purposes. As the Superintendent shall be required to travel between campuses and make other business related trips including, but not limited to, meetings with District representatives, attorneys, auditors, parents and constituents, it is recognized that the Superintendent will incur certain expenses of a business nature for the use of said vehicles. Therefore, the Board will reimburse the Superintendent the annual sum of \$1,800, payable monthly, for the business use of said vehicle. The Superintendent shall submit appropriate substantiation of all business expenses incurred. To the extent that this allowance is unsubstantiated, it shall be included in the Superintendent's taxable income. The Superintendent shall bear all costs associated with the purchase, upkeep and maintenance of the vehicle.

7. **TERMINATION - FOR CAUSE.** This contract may be terminated, following written notice and an opportunity for a hearing, for cause, including failure to comply with the terms of this contract or any cause for which the contract of a permanent teacher may be terminated. Except in the case of alleged immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected, at least sixty days before charges are filed, and an opportunity to address the problem areas identified in the written notice. Following termination of this contract by the

Board of Education, no further salary shall be payable. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.

8. **SATISFACTION OF CONTRACT.** The Board of Education may completely discharge its obligations under this agreement at any time by paying to the Superintendent all of the contracted salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

9. **OTHER WORK.** The Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations, so long as such other work does not interfere in a material and substantial way with the Superintendent's obligation in this Agreement.

10. **RETIREMENT.** The Superintendent may, by giving a minimum of ninety days written notice to the Board prior to the end of any school year, retire effective upon the completion of such school year during the term of this Agreement and terminate this Agreement effective upon such date. In order to exercise this option, the Superintendent must be eligible to receive full benefits under the Teacher Retirement System.

11. **TERM LIFE INSURANCE.** The Board shall provide and pay the premiums for term life insurance for the Superintendent during the term of this agreement in the amount of thirty thousand \$30,000, payable to a beneficiary or beneficiaries selected by the Superintendent. The Board shall assign the ownership of the policy to a person or trust designated by the Superintendent, and upon termination of this agreement shall allow that owner to continue the policy at his or her own expense.

12. **CONTRACT EXTENSION.** By February 1 of each year that this Agreement remains in effect, the District shall notify the Superintendent of whether it intends to extend this Agreement for an additional school year, under the same terms and conditions, subject to modification of the salary for such additional year. The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties.

13. **SEVERABILITY.** If it is determined at any time that any provision of this contract is illegal or unenforceable, the remaining terms shall not be affected.

14. **BOARD AUTHORIZATION AND SIGNATURE**

BY ORDER OF THE BOARD OF EDUCATION. The District has approved this contract by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below,

ARCADIA VALLEY R-II SCHOOL DISTRICT

By: Bryan B. Gorman 07-19-07 (Date)
President, Board of Education

Attest: [Signature] (Date)
Secretary, Board of Education

SUPERINTENDENT

Clifford Carver 6/30/07 (Date)