

# EMPLOYMENT CONTRACT

(Superintendent)

This Agreement is entered into by and between Andrew Underwood (hereinafter "Superintendent") and the Board of Education of Ava School District, County of Douglas, State of Missouri (hereinafter "Board" or "District"). Both parties agree that said employee shall perform the duties of Superintendent for a term of 12 months, commencing July 1, 2008.

Under this agreement, Superintendent shall be entitled to compensation in the amount equal to his/her 2007-2008 salary plus a percentage increase comparable to that approved by the Board prior to July 1, 2008, for other employees, to be paid in twelve equal monthly installments, less all deductions required by law or authorized by the Board and/or Superintendent. Superintendent will be entitled to any other additional benefits as approved by the Board.

The Superintendent agrees to devote his/her full time, skill, labor, and attention to his/her employment during the term of this contract, and will not engage in any pursuit which interferes with the proper discharge of his/her administrative duties. Superintendent's employment is subject to, and Superintendent agrees to comply with, all duties and requirements applicable to his or her position, as directed by the Board and/or as stated in any performance standards or criteria, policies, rules or regulations of the District, whether adopted or modified before or after the effective date of this Agreement. Superintendent acknowledges the receipt of, has read, and understands the content of the District's performance standards and criteria, policies, rules and regulations. Superintendent further acknowledges the importance of maintaining, during the term of this Agreement, an updated knowledge of such standards, criteria, policies, rules and regulations. Superintendent also agrees to comply with all federal, state, and local laws. This Agreement may be terminated during its term for cause and/or as otherwise permitted by law.

The Superintendent shall receive 15 days vacation annually, exclusive of legal holidays. Vacation shall be taken within the twelve months of the year in which it is earned and shall not be cumulative.

As an employment condition by the Board, the Superintendent agrees to obtain prior to the first day of service hereunder and to have at all times during the term of this contract valid superintendent certification in the public schools of the State of Missouri.

Superintendent further acknowledges that this Agreement is contingent upon Superintendent's maintenance of a clean criminal background check and a clean child abuse/neglect report, each of which must be satisfactory to the District. For employees hired after January 1, 2005, in accordance with Missouri law, this background check will include a complete fingerprint criminal records check. Superintendent acknowledges responsibility for the cost of the background check. An unsatisfactory response on records check will render this contract voidable.

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 giving rise to such demands, claims, suits, actions, and legal proceedings arose while the Superintendent was acting within the scope of his/her employment.

Superintendent agrees that any amounts or fees owed to the District by the Superintendent may be deducted from any payments that may be owed to the Superintendent by the District.

Throughout the term of this contract, the Superintendent shall be subject to discharge for just cause, provided however, that the Board does not arbitrarily or capriciously call for his/her dismissal.

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

  
\_\_\_\_\_  
Employee

3-20-08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President, Ava R-I Board of Education

January 18, 2007  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Secretary, Ava R-I Board of Education

January 18, 2007  
\_\_\_\_\_  
Date