

**Ballard R-II Schools
Contract of Employment
for
Superintendent of Schools**

This Agreement is made this 8th day of March, 2007, by and between the Board of Education of Ballard R-II School District, hereinafter referred to as the "Board", and Rick A. Stark, hereinafter referred to as the "Superintendent", and ratified by a motion adopted at the meeting of the Board held on March 8, 2007, and is found in the minutes of that meeting.

The Board does hereby employ Rick A. Stark as Superintendent for said school district for a period of **two(2) years beginning July 1, 2007, and, unless extended otherwise, ending June 30, 2009.** Notice of intent not to renew shall be given on or before the regular board meeting in January, 2009. As a condition of employment, the Superintendent agrees to obtain prior to the first date of service and to maintain at all times during the term of this contract all professional certificates required by the Board, state law, or applicable rules or regulations of the State Board of Education.

Duties: The duties and responsibilities of the Superintendent of this District shall be all of those duties incidental to the office of the Superintendent as set forth in the job description in the Board policy; those obligations imposed by the State of Missouri upon the Superintendent and in addition, to serve as the executive officer of the Board and to perform such duties as from time to time may be assigned to the Superintendent by the Board.

Salary: In consideration of a base salary of **\$67,500** for the 2007-2008 school term and not less than \$67,500 for the 2008-2009 school term, the Superintendent agrees to devote such time, skill, labor, and attention to this employment, and to perform faithfully the duties of the Superintendent for the School District as set forth in this Agreement. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other certificated members of the professional staff. The Board retains the right to adjust the annual salary of the Superintendent during the term of this Agreement, provided that said salary adjustment does not reduce the Superintendent's annual salary. Any adjustment made during the life of this Agreement shall be in the form of an amendment and shall become a part of this Agreement, and will not be considered a new contract. Not later than the regular January meeting of each year the Board shall set the Superintendent's annual salary and fringe benefits for the next subsequent year.

Vacation Leave: That full and regular service shall be rendered by the Superintendent for twelve (12) months in each school year for the entire period covered by this contract or extension thereof. The Superintendent shall be and is hereby granted **three (3) weeks (15 working days) vacation with full pay and benefits each school year** to be taken at a time mutually agreeable to the Board and the Superintendent, exclusive of and in addition to all legal holidays and all other holidays/vacation days which are authorized by the Board for other certificated employees of the District; subject further to the understanding and agreement that, **should the Superintendent fail to use his vacation days in any one year, he shall receive in the last pay check of the current year at the rate of his current salary divided by 250 and multiplied by the number of unused vacation days.**

Sick Leave: That the Superintendent shall be entitled to and shall be granted not less than **twelve(12) days of sick leave with full pay annually** with the explicit understanding that **unused sick leave may accumulate** from year to year **but not to exceed 36 days** and that the Superintendent will be paid at a rate as set in Board Policy for those days of unused sick leave when and if the Superintendent leaves the District or retires from education.

Personal Leave: That the Superintendent shall be entitled to and shall be granted not less than **two(2) personal leave days annually.** Any unused personal leave days will be moved into the Superintendent's sick leave bank.

Benefits: The Board shall furnish the Superintendent health insurance at the same rates and upon the same terms as is, and may from time to time be, offered to certificated employees of the School District. Also, the Board shall furnish life insurance in an amount specified and calculated with the company guidelines of the company which the District has life insurance for all certificated employees. In addition, the Board shall reimburse, with prior Board approval, the Superintendent for all expenses incurred by him incidental to attending meetings, conventions and travel either pertaining to or incidental to the duties of Superintendent of the School District.

Agreement Extension: The Board of Education and the Superintendent will negotiate a one(1) year extension of this two(2) year Agreement in January of each calendar year at its regularly scheduled Board meeting. Any adjustment in the length of the term of the Agreement shall be in the form of an amendment and shall become a part of this Agreement. Such Agreement extension shall be accompanied by an evaluation of the Superintendent. Failure by the Board of Education to negotiate with and notify the Superintendent in writing by the regularly scheduled Board meeting in January of each calendar year, of the Board's intent not to extend the Agreement will automatically result in a one(1) year extension of the existing Agreement.

Administrative Staff: The administration of instruction and business affairs will be the duty of the Superintendent and administered by him with the assistance of the administrative staff. Such staff shall include bookkeeping or secretarial staff and any principals upon the approval of the Board.

Communication: The Board of Education, individually and collectively, shall make every effort to timely refer all criticisms, suggestions, complaints, inquiries or other communications or suggestions regarding any aspect of the District to the Superintendent for study and recommendation.

Other Work: With the prior written agreement of the Board and upon request of the Superintendent, the Superintendent may, so long as such efforts do not interfere with his primary function as Superintendent, undertake consultative work, advanced education courses, speaking engagements, writing, lecturing, or other professional duties and obligations.

Termination of Employment Contract: This Agreement may be terminated by (a) mutual agreement of the parties; (b) retirement of the Superintendent (c) discharge for cause and (d) upon written notice by the Superintendent to the Board. All obligations of the District shall cease upon termination. The District shall, upon request of the Superintendent cooperate with any claim for disability relative to the Superintendent's petitions before the Missouri Retirement System. In the event a question or concern arises relative to the capacity of the Superintendent to perform his duties, the District may require the Superintendent to submit to a medical examination to be performed at the expense of the District, having been requested by the District, and the results shall be given to the Board and the Superintendent. During the period of illness or Disability the Superintendent shall render as much assistance to the District as is possible. The Board may employ an interim Superintendent to fulfill the position pending the Superintendent's return.

Discharge for Cause: The Superintendent may be dismissed for cause during the life of this Agreement. Notices of dismissal for cause shall be given in writing to the Superintendent. The Superintendent shall have the right to request a hearing before the Board in the event of dismissal for cause. Such request shall be submitted in writing to the Board within twenty (20) days of notice of dismissal or the right of a hearing shall be waived. The Superintendent shall also be entitled to present such evidence and call such witnesses as the Superintendent deems necessary to his defense. Such hearing shall be conducted in executive session and all possible attempts shall be made to insure that the hearing is not subject to public communication. Following the hearing, the Superintendent shall be provided with written notice of the Board's decision. The decision of the Board thereupon becomes final.

Notice: Any notice of communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail or registered mail, postage prepaid, addressed to the following:

If to the Board, to: President, Board of Education
Ballard R-II Schools
RR 1 Box 497
Butler, Missouri 64730

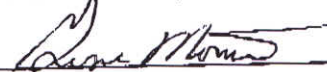
If to the Superintendent, to: Rick A. Stark
c/o Board of Education
Ballard R-II Schools
RR 1 Box 497
Butler, Missouri 64730

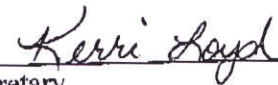
Miscellaneous: This Agreement has been executed in Missouri and shall be governed in accordance with the laws of the State of Missouri in every respect. Paragraph headings have been inserted for the convenience of reference only and if there shall be any conflict between such headings or numbers, if applicable, and the text of this Agreement, the text shall control.

This Agreement contains all the terms agreed to by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements or communications with the parties concerning the subject matter whether oral or written.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective names and, in the case of the Board, by its President and Secretary, on the day and year first written above.

Board of Education, Ballard R-II Schools

By: 
Its President

By: 
Its Secretary


Rick A. Stark, Superintendent

BALLARD R-II SCHOOLS

RR 1 Box 497, Butler, MO 64730-9732

816-297-2656

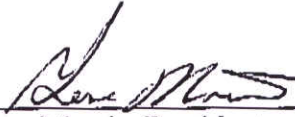
Rick A. Stark, Superintendent

John Siebeneck, Principal

SUPERINTENDENT'S CONTRACT AMENDMENT

This salary and contract amendment shall be part of and become attached to the original contract of employment for the Superintendent, Rick A. Stark. The contract for the Superintendent has been extended to the 2009/2010 school year. The salary for the 2008/2009 school year has been set at \$70,895 and the salary for the 2009/2010 school year will not be less than \$70,895.

This contract amendment was voted upon by the Board of Education at the regular meeting on January 17, 2008, and shown in the minutes of that meeting. The signing of this agreement indicates agreement by both parties, for the Board, its President, and for the Superintendent, Rick A. Stark.


Gene Morris, President 2-12-08
Date


Rick A. Stark, Superintendent 1-30-08
Date