

SUPERINTENDENT'S EMPLOYMENT CONTRACT

IT IS HEREBY AGREED BY AND BETWEEN THE BOARD OF EDUCATION FOR BOWLING GREEN R-1 SCHOOL DISTRICT OF PIKE COUNTY, STATE OF MISSOURI (HEREINAFTER CALLED THE "BOARD") AND (HEREINAFTER CALLED THE "SUPERINTENDENT") THAT THE SAID BOARD, IN ACCORDANCE WITH ITS ACTION AS FOUND IN THE MINUTES OF THE MEETING HELD ON THE 25<sup>TH</sup> DAY OF FEBRUARY, 2008 HAS AND DOES HEREBY EMPLOY MICHAEL D. GRAY AS SUPERINTENDENT OF SCHOOLS FOR A PERIOD OF THREE (3) YEARS, COMMENCING JULY 1, 2008. BOTH PARTIES AGREE THAT SAID EMPLOYEE SHALL PERFORM THE DUTIES OF SUPERINTENDENT OF SCHOOLS IN AND FOR THE PUBLIC SCHOOLS OF SAID DISTRICT, AS PRESCRIBED BY THE LAWS OF THE STATE OF MISSOURI, AND BY THE RULES AND REGULATIONS MADE THEREUNDER BY THE BOARD OF EDUCATION OF SAID DISTRICT.

WITNESSETH:

"1. THAT, IN CONSIDERATION OF AN ANNUAL SALARY OF \$102,500.00, WITH THE SALARY FOR THE 2008-2009 SCHOOL YEAR SHALL BE DETERMINED BY THE BOARD OF EDUCATION PRIOR TO JULY1, 2008. THE SUPERINTENDENT AGREES TO PERFORM FAITHFULLY THE DUTIES AND OBLIGATIONS OF SUPERINTENDENT OF SCHOOLS REQUIRED BY THE LAWS OF THE STATE OF MISSOURI AND THE RULES, REGULATIONS AND POLICIES OF THE BOARD OF EDUCATION, AND TO SERVE AS EXECUTIVE OFFICER OF THE BOARD OF EDUCATION.

"2. THE SUPERINTENDENT AGREES TO DEVOTE HIS FULL TIME, SKILL, LABOR AND ATTENTION TO HIS EMPLOYMENT DURING THE TERM OF THIS CONTRACT, AND WILL NOT ENGAGE IN ANY PURSUIT WHICH INTERFERES WITH THE PROPER DISCHARGE OF HIS DUTIES. HOWEVER, SUBJECT TO THE FOREGOING, THE SUPERINTENDENT WILL BE PERMITTED TO MAKE PRESENTATIONS AT EDUCATIONAL CONFERENCES AND TO TEACH AT LOCAL COLLEGES AND UNIVERSITIES, WITH PRIOR NOTICE TO AND CONSENT OF THE BOARD."

"3. THE SUPERINTENDENT SHALL BE REIMBURSED BY THE BOARD AT A SET RATE OF \$250.00 MONTHLY FOR MEALS AND OTHER NECESSARY ROUTINE EXPENSES INCURRED IN THE SCHOOL DISTRICT FOR PERFORMANCE OF HIS DUTIES."

"4. THAT THE SUPERINTENDENT SHALL RECEIVE INSURANCE BENEFITS FOR SINGLE COVERAGE FOR HIMSELF AND ANY OTHER PERSONAL BENEFITS ACCORDED TO OTHER PROFESSIONAL EMPLOYEES OF THE DISTRICT. ANY IMPROVEMENTS IN FRINGE BENEFITS WILL AUTOMATICALLY APPLY TO THE SUPERINTENDENT."

"5. THAT THE SUPERINTENDENT SHALL JOIN NATIONAL AND STATE PROFESSIONAL ORGANIZATIONS RELATED TO THE SUPERINTENDENT AND THOSE REQUIRED BY THE BOARD. IN ADDITION, THE SUPERINTENDENT SHALL ATTEND APPROPRIATE PROFESSIONAL MEETINGS AT THE LOCAL, STATE AND NATIONAL LEVEL. THE BOARD SHALL APPROVE

AND PAY THE COST OF SUCH MEMBERSHIPS AND MEETINGS."

"6. THAT THE SUPERINTENDENT DOES HEREBY AGREE TO HAVE A COMPREHENSIVE MEDICAL EXAMINATION ONCE EVERY YEAR; THAT A STATEMENT CERTIFYING TO THE PHYSICAL COMPETENCY OF THE SUPERINTENDENT SHALL BE FILED WITH THE SECRETARY OF THE BOARD OF EDUCATION AND TREATED AS CONFIDENTIAL INFORMATION BY THE BOARD, AND THE COST OF SAID MEDICAL EXAMINATION TO BE PAID BY THE BOARD."

"7. THAT THE SUPERINTENDENT SHALL RECEIVE TWENTY (20) DAYS VACATION ANNUALLY, EXCLUSIVE OF LEGAL HOLIDAYS. VACATION SHALL BE TAKEN WITHIN TWELVE MONTHS OF THE YEAR IN WHICH IT IS EARNED AND SHALL NOT BE CUMULATIVE. THE SUPERINTENDENT SHALL ALSO RECEIVE 12 SICK DAYS ANNUALLY AND TWO PERSONAL DAYS. THESE DAYS MAY ACCUMULATE TO A MAXIMUM OF 100 TOTAL."

"8. THAT 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 INDIVIDUAL CAPACITY, OR IN HIS OFFICIAL CAPACITY AS AGENT AND EMPLOYEE OF THE BOARD OF EDUCATION, PROVIDED THE INCIDENT AROSE WHILE THE SUPERINTENDENT WAS ACTING WITHIN THE SCOPE OF HIS EMPLOYMENT."

"9. THAT THE SUPERINTENDENT WILL FURNISH A VALID AND APPROPRIATE CERTIFICATE TO ACT AS SUPERINTENDENT OF SCHOOLS IN THE

STATE OF MISSOURI, AS DIRECTED BY THE BOARD OF EDUCATION."

"10. THAT THROUGHTOUT THE TERM OF HIS CONTRACT, THE SUPERINTENDENT SHALL BE SUBJECT TO DISCHARGE FOR JUST CAUSE, PROVIDED, HOWEVER, THAT THE BOARD DOES NOT ARBITRARILY OR CAPRICIOUSLY CALL FOR HIS DISMISSAL."

"11. THAT SHOULD THE SUPERINTENDENT BE UNABLE TO PERFORM ANY OR ALL OF HIS DUTIES BY REASON OF ILLNESS, ACCIDENT OR ANY OTHER CAUSES BEYOND HIS CONTRAL, AND SAID DISABILITY EXISTS FOR A PERIOD OF MORE THAN THIRTY (30 ) CONSECUTIVE DAYS DURING ANY SCHOOL YEAR, THE BOARD OF EDUCATION MAY, AT ITS DISCRETION, MAKE A PROPORTIONATE DEDUCTION FROM THE SALARY STIPULATED, AND IF SUCH DISABILITY CONTINUES FOR MORE THAN NINETY (90) CONSECUTIVE DAYS, OR IF SAID DISABILITY IS PERMANENT, IRREPARABLE, OR OF SUCH A NATURE AS TO MAKE THE PERFORMANCE OF HIS DUTIES IMPOSSIBLE, THE BOARD MAY, AT ITS OPTION, TERMINATE THIS CONTRACT, WHEREUPON THE RESPECTIVE DUTIES, RIGHTS AND OBLIGATIONS HEREOF SHALL TERMINATE."

"12. THAT THE BOARD OF EDUCATION SHALL DEVOTE A PORTION OF ALL OF ONE MEETING, AT LEAST ANNUALLY, TO A DISCUSSION OF THE WORKING RELATIONSHIP BETWEEN THE SUPERINTENDENT AND THE BOARD, AND CONCERNING THE SUPERINTENDENT'S PERFORMANCE. THIS PROVISION, HOWEVER, DOES NOT LIMIT THE BOARD'S RIGHT TO EVALUATE THE SUPERINTENDENT'S PERFORMANCE

ON AN ON-GOING BASIS."

"13. RENEWAL OF THE SUPERINTENDENT'S CONTRACT SHALL BE CONSIDERED AND A DECISION MADE TO OFFER, OR NOT TO OFFER, AN ADDITIONAL CONTRACT AT THE BOARD OF EDUCATION'S REGULAR MEETING IN JANUARY. THE BOARD OF EDUCATION MAY CONTRACT WITH THE SUPERINTENDENT FOR AN ADDITIONAL YEAR(S) UNDER TERMS AGREEABLE TO BOTH PARTIES."

DATED THIS 25TH DAY OF FEBRUARY, 2008.

  
SUPERINTENDENT

  
PRESIDENT, BOARD OF EDUCATION

  
SECRETARY, BOARD OF EDUCATION