

BUTLER R-V SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the Board of Education of the Butler School District No. R-V located in Bates County in the state of Missouri (hereinafter called the board) and **Alan Stauffacher** (hereinafter called the Superintendent) that the Board in accordance with its action as found in the minutes of the meeting held on the **13th** day of **December, 2007** has and does hereby employ said **Alan Stauffacher** as Superintendent of Schools for a **three year period commencing July 1, 2008.** Both parties agree that said employee shall perform the duties of the Superintendent of Schools in and for the public schools in 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.

WITNESSITH:

That in consideration of an annual salary of **\$93,500** to be paid, said Superintendent who agrees to perform faithfully the duties of Superintendent of Schools and to serve as Executive Officer of the Board of Education. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff members in the District.

That the Board of Education hereby retains the right to adjust the annual salary of the Superintendent during the term of his contract, said salary adjustment not to reduce the annual salary below the figures stated above. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract. It is provided, however, that by so doing it shall not be considered that the Board of Education has entered into a new contract with the Superintendent nor that the termination date of the existing contract has been extended. However, the Board may by specific action extend the termination date of the existing contract if such extension is permitted by State Law.

That throughout the term of this contract the Superintendent shall be subject to discharge for good and just causes provided, however, that the Board does not arbitrarily or capriciously call for his dismissal and that the Superintendent shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, said legal expenses will be incurred by the Superintendent.

That it is agreed that the Superintendent will furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri as directed by the Board of Education and that the Superintendent hereby agrees to devote his time, skill, labor, and attention to said employment during the term of this contract, provided, however, that the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. **The Superintendent also agrees to live within the Butler R-V School District's boundaries.**

That the Superintendent will have complete freedom to organize, reorganize and arrange that administrative and supervisory staff which in his judgment best serves the Butler R-V Public Schools, that the administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff, that the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent and his staff, and that the Board of Education, individually and collectively, will refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

That should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control and said disability exists for a period of more than 60 days during any school year, the school district may at its discretion make a proportionate deduction from the salary stipulated, and if such disability continues for more than 60 days or if said disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, the school district may at its option, terminate this agreement, whereupon the respective duties, rights, and obligations hereof shall terminate.

That the Superintendent does hereby agree to have a **comprehensive medical examination once every year and that a statement certifying to the physical competency of the Superintendent of Schools shall be filed with the clerk or secretary of the Board of Education and treated as confidential information by the Board.**

That the Superintendent shall receive **three weeks vacation annually** exclusive of legal holidays and shall be entitled to **twelve days sick leave annually**, vacation shall not be cumulative. **Earned sick leave shall be cumulative to the amount as**

provided by Board Policy.

That the Board of Education shall provide per mileage reimbursement at the rate of 40 cents per mile and all other out of district expenses at actual as required in the performance of his duties as Superintendent. Other terms of the contract shall include payment of, by the Board of Education, the Superintendent's health insurance and the payment of national, state, and district professional dues as appropriate. A one time moving expense of up to \$3,000 payable upon receipt of documentation to be paid for by the Board of Education.

That the Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion of the working relationship between the Superintendent and the Board.

That the Board of Education at the request of the Superintendent and when in accordance with State statutes shall withhold and transfer an amount of salary monthly to be determined by the Superintendent, permitting the Superintendent of Schools to participate, if he so desires, in a tax-deferred annuity program of his choosing.

That the Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual consent of the Board and the Superintendent. Failure to fulfill the obligations agreed to in this contract will be viewed as a violation of the administrators' Code of Ethics and will be reported by the Board to the appropriate State Association of School Administrators and State Educational Authorities.

Dated this 13th day of December, 2007.



President, Board of Education



Secretary, Board of Education


