

SUPERINTENDENT'S EMPLOYMENT CONTRACT
BETWEEN
DAVID TRAMEL
AND THE
CANTON R-V BOARD OF EDUCATION

This Employment contract made and entered into this 12th day of May, 2008 by and between the Canton R-V Board of Education, hereinafter referred to as DISTRICT, and David Tramel, hereinafter referred to as SUPERINTENDENT.

Whereas, DISTRICT desires to provide SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the schools, which DISTRICT believes improves the quality of its overall educational program; and, whereas, DISTRICT and SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education programs of the school.

Now, therefore, DISTRICT and SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. TERM

DISTRICT, in consideration of the promises, herein contained, of SUPERINTENDENT hereby employs, and SUPERINTENDENT hereby accepts employment as Superintendent of School for a term commencing July 1, 2009 and ending June 30, 2010. DISTRICT may by specific action and with the consent of SUPERINTENDENT extend the termination date of the existing contract to the full extent permitted by state law.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

- A. Certification - SUPERINTENDENT shall hold a valid certificate issued by the State of Missouri.
- B. Duties - SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, re-organize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for The well ordering of the school district; and in general perform all duties incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the Board from time to time. The Board, individually and promptly Shall refer all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study and recommendation. The SUPERINTENDENT shall have the right to attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees and provide administrative recommendations on each item of business considered by each of these groups.

No policy or by-law of the Board shall diminish the SUPERINTENDENT'S legitimate power of authority. Moreover, all duties assigned to the SUPERINTENDENT by the Board should be appropriate to and consistent with the professional role and responsibility of the SUPERINTENDENT.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

DISTRICT encourages the continuing professional growth of the SUPERINTENDENT through his participation, as he might decide in light of his responsibilities as SUPERINTENDENT in:

- a. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations, (e.g. AASA convention, National Academy for School Executives-NASE seminars;
- b. seminars and courses offered by public or private education institutions;
- c. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his professional responsibilities for DISTRICT; and
- d. visits to other institutions.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT, as he deems appropriate, to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by the DISTRICT in the annual budget.

4. COMPENSATION

Salary - DISTRICT shall pay SUPERINTENDENT at an annual salary rate established by the Board at an annual amount of not less than Seventy-eight thousand two-hundred ninety-five dollars (\$78,295.00) for the 2009-10 school year. This annual salary rate shall be paid to the SUPERINTENDENT in accordance with the schedule of salary payment in effect for other certified employees or in some other way mutually agreed to by both parties. Such compensation shall be based upon 12 months with fifteen (15) days specified vacation plus all legal and school holidays.

DISTRICT and SUPERINTENDENT may mutually agree to adjust the salary of SUPERINTENDENT during the term of this contract, but in no event shall he be paid less than the salary he is presently receiving. Any adjustment in salary made during the life of the contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that DISTRICT and SUPERINTENDENT have entered into new contract nor that the termination date of the existing contract has been extended.

5. VACATION AND OTHER BENEFITS

- A. SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the DISTRICT; including, but not limited to, vacation and illness benefits, and leaves, any other forms of insurance protection, retirement program, choice of tax shelter annuities, and other administrative employee benefits as agreed to in this contract. The SUPERINTENDENT shall be granted fifteen (15) days of annual vacation time to be used at a time deemed appropriate by him. Vacation days shall not accumulate.
- B. DISTRICT shall pay the SUPERINTENDENT'S membership charges to the American Association of School Administrators, the Missouri Association of School Administrators and other professional groups in which the SUPERINTENDENT feels it is necessary to maintain and improve his professional skills as permitted by state law and as approved by the DISTRICT in the annual budget.
- C. DISTRICT shall provide SUPERINTENDENT with additional life insurance equal to three (3) times his annual salary. This shall be term coverage and should be purchased through the DISTRICT'S life insurance provider.
- D. The SUPERINTENDENT shall be credited with sick leave days at the commencement of the contract. He shall be entitled to thirteen (13) sick days per year and two (2) personal days per year. These days shall accumulate to a maximum of seventy-five (75) sick days and five (5) personal days.

6. TRANSPORTATION

If SUPERINTENDENT is requested or required to travel in fulfilling the duties of SUPERINTENDENT, the DISTRICT will reimburse at the rate currently recognized by the Internal Revenue Service. If travel allowance has been exhausted reimbursement may be made upon approval of the Board through request or budgeted item.

7. EVALUATION

The Board shall evaluate and assess in writing the performance of SUPERINTENDENT at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the DISTRICT for the year in question. The Board will use procedures which follow the requirements of performance based evaluations as previously approved. At least once each fiscal year, DISTRICT and SUPERINTENDENT shall meet in closed executive session for the purpose of mutual evaluation of the performance of DISTRICT and SUPERINTENDENT. In the event that the Board determines that the performance of the SUPERINTENDENT is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, specific instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the SUPERINTENDENT. The SUPERINTENDENT shall have the right to make a written reaction or response to the evaluation. The response shall become a permanent attachment to the SUPERINTENDENT'S personnel file. Within thirty (30) days of the delivery of the written evaluation to the SUPERINTENDENT, the Board shall meet with the SUPERINTENDENT to discuss the evaluation.

RENEWAL OF EMPLOYMENT CONTRACT

If DISTRICT does not notify SUPERINTENDENT in writing before January 31st that this Employment Contract will not be renewed, it shall be deemed that DISTRICT has renewed this contract for one (1) year extending from the termination date set forth in paragraph 1, above.

8. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- A. Mutual agreement of the Parties.
- B. Retirement of the SUPERINTENDENT.
- C. Disability of SUPERINTENDENT. In the event of disability by illness or incapacity, after SUPERINTENDENT'S sick leave has been exhausted, the compensation shall be re-instated after SUPERINTENDENT has returned to employment and undertaken the full discharge of his duties. DISTRICT may terminate this contract by written notice to SUPERINTENDENT at any time after SUPERINTENDENT has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of up to sixty (60) days. All obligations of the DISTRICT shall cease upon such termination.
- D. Discharge for Cause - Discharge for cause shall constitute conduct which is seriously prejudicial to DISTRICT; including but not limited to, neglect of duty or breach of contract. Reasons for a proposed discharge for cause shall be given in writing and SUPERINTENDENT shall be entitled to appear before the Board to discuss such causes. If SUPERINTENDENT chooses to be accompanied by legal counsel at such meeting, he shall bear any cost therein involved. Such meetings may be conducted in closed executive session. In the event that the Board offers to terminate the contract by paying the amount specified in Clause 9 (E) below, the requirement of the hearing before the Board shall be waived by the SUPERINTENDENT.
- E. Unilateral Termination by the Board of Education - The Board may, at its option, and by a minimum of ninety (90) days notice to SUPERINTENDENT, unilaterally terminate this contract. In the event of such termination, the DISTRICT shall pay to the SUPERINTENDENT, as severance pay, all of the aggregate salary allowances and other compensation he would have earned under this employment contract from the actual date of termination to the termination date set forth in the employment contract or not less than Seventy-eight thousand two-hundred ninety-five dollars (\$78,295.00) for the 2009-2010 school year. All Board-paid benefits shall continue until the expiration of the contract unless otherwise agreed to.

- F. Termination with SUPERINTENDENT'S Concurrence - DISTRICT may propose to terminate this Employment Contract upon ninety (90) days written notice to SUPERINTENDENT. If the SUPERINTENDENT concurs in writing with the decision, DISTRICT shall pay to the SUPERINTENDENT, as severance pay, all aggregate salary he would have earned under this Employment Contract from the actual date of termination to the termination date set forth in the contract or not less than Seventy-eight thousand two-hundred ninety-five dollars (\$78,295.00) for the 2009-2010 school year. In the event the SUPERINTENDENT accepts the settlement specified above, the requirement for a hearing of the reasons for termination in closed executive session before the Board, as provided for in Clause 9 (D) above, shall be waived.
- G. Death of SUPERINTENDENT.

9. SAVINGS CLAUSE

If, during the term of this contract, it is found that specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected shall remain in force.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved in its behalf by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in paragraph one (1), above.

SUPERINTENDENT

GOVERNING BOARD OF THE
CANTON R-V SCHOOL DISTRICT
OF LEWIS COUNTY, MO



President, Board of Education

This Employment Contract was approved by vote of the School Board at a public meeting duly held on May 12, 2008 and by reference has been made part of the minutes for that meeting.

WITNESS:



Secretary, Board of Education