

**CARROLLTON R-VII SCHOOL DISTRICT
East 9th Street
Carrollton, MO 64633**

SUPERINTENDENT'S CONTRACT

IT IS HEREBY AGREED by and between the Board of Education of the Carrollton R-VII School District located in Carroll County in the State of Missouri (hereinafter called the "Board"), and JUDITH DELANY (hereinafter called the "Superintendent"), that the said Board, in accordance with its action as found in the Minutes of the meeting held on the 13th day of December, 2006, has and does hereby employ the said JUDITH DELANY as Superintendent for a period commencing July 1, 2007, and continuing until June 30, 2009. Both parties agree that said employee shall perform the duties of the Superintendent 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 said District.

WITNESSETH:

1. **COMPENSATION:**

The Board shall pay Superintendent at an annual compensation rate of One Hundred Ten Thousand and No/100 Dollars (\$110,000.00), payable in twelve (12) equal installments per year in accordance with the practice of the Board, commencing July 1, 2007, and continuing thereafter during the term of the Employment Contract.

The Board shall pay the Superintendent the annual compensation rate for each succeeding fiscal school year during the term of this Employment Contract. This Contract may be extended and amended from time to time as the Board may determine, but said annual compensation rate shall not be less than paid during the next preceding fiscal school year. The annual compensation shall be paid in equal installments in accordance with the rules of the Board governing payment of other professional staff members in the District. In consideration for said compensation, Superintendent agrees to perform faithfully the duties of the office.

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT:**

The Superintendent shall furnish throughout the life of this Contract a valid and appropriate certificate as defined in Missouri Statutes to act as Superintendent in the State of Missouri as directed by the Board and the Superintendent hereby agrees to devote her time, skill, labor, and attention to said employment during the term of this Contract; provided, however, that the Superintendent may undertake some consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations with Board approval.

The Superintendent shall have charge of the administration of the schools under the direction of the Board. Within the policies established by the Board, the Superintendent shall be the Chief Executive Officer of the Board; shall from time to time suggest regulations, rules, policies, and procedures deemed necessary

for the well ordering of the school district; and will have freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the Carrollton R-VII School District Public Schools. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. The Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall attend all Board meetings and all Board and citizen committee meetings, unless reasonable circumstances prevent her attendance, serve as an ex officio member of all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

3. **PROFESSIONAL DEVELOPMENT OF SUPERINTENDENT:**

The Board encourages and expects the continuing professional growth of the Superintendent through her attendance and participation, as he might decide in light of her responsibilities as Superintendent, in:

- (a) the operation, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- (b) seminars and courses offered by public or private educational institutions; and

(c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the District.

In its encouragement, Board shall permit a reasonable amount of release time for Superintendent as she deems appropriate to attend to such matters and the necessary fees, travel, and expenses are to be paid by the District.

4. **PROFESSIONAL LIABILITY:**

Board agrees that it shall hereafter defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity or in her official capacity as agent and employee of the Board or District, provided the instance arose while Superintendent was acting within the scope of her employment. In no case, however, shall individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

If, in the good faith opinion of Superintendent, conflict exists as regards the defense to such claim between the legal position of the Board or District, the Superintendent may engage counsel in which event the Board shall indemnify the Superintendent for the costs of legal defense.

Board and District shall not, however, be required to pay any cost of any legal proceedings in the event District and Superintendent have adverse interests.

5. **VACATION AND OTHER BENEFITS:**

The Superintendent shall receive all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Board, including, but not limited to, insurance coverage, terminal pay, illness benefits and leaves, retirement program, and other administrative employee benefits, said benefits to be in addition to other benefits as set out in this Employment Contract.

The Superintendent shall receive twelve (12) days of sick leave annually, but said sick leave shall not accumulate in excess of one hundred fifty (150) days.

The Superintendent shall receive fifteen (15) working days of vacation annually, exclusive of legal and school holidays, but shall not accumulate unused vacation.

6. **HEALTH INSURANCE:**

The Board shall pay the individual health insurance coverage of the Superintendent at the current rate in effect for other District employees.

7. **DISABILITY:**

Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more than three (3) months during any school year, the Board may, in its discretion, make a proportionate deduction from the

compensation payable after said three months, and if such disability continues for more than six (6) months, or if said disability is permanent, irreparable, or of such nature as, in the discretion of the Board, will 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. The terms and provisions of this paragraph shall have no bearing on the Superintendent's benefits under any sick leave program adopted by the Board from time to time and under which the Superintendent may receive benefits, it being understood that any such leave benefits shall commence upon the expiration of the aforesaid three (3) month disability period.

8. **EXPENSES:**

Reasonable dues to local, state and national organizations which are professional in nature or which are expected of the Superintendent, such as a service club or Chamber of Commerce, shall be paid by the Board.

Actual expenses incurred by the Superintendent which are attributed to the performance of her responsibilities and duties in district shall be reimbursed by the Board up to the sum of One Thousand Dollars (\$1,000.00) annually.

9. **AUTOMOBILE:**

The Board shall pay mileage at the standard IRS mileage rate based on appropriate documentation up to the sum of One Thousand Dollars (\$1,000.00) per year, in addition to other amounts set out herein.

10. **BOARD RELATIONSHIPS:**

On or before the 15th day of January of each year during the term of this contract, the Board will perform a review of the performance of the Superintendent during the preceding year. Written results of such review shall be furnished to the Superintendent and a copy of such review will be placed in his personnel file.

11. **DISCHARGE:**

The Superintendent shall fulfill all aspects of this Contract, any exception thereto being by mutual written consent of the Board and 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 good and just cause for discharge.

12. **UNILATERAL TERMINATION BY BOARD OF EDUCATION:**

The Board may, at its option, and by a minimum of ninety (90) days' notice to the Superintendent, unilaterally terminate this Contract. In the event of such termination, the District shall pay to Superintendent, as severance pay, all of

the aggregate salary plus reasonable value of benefits she would have earned and accumulated under this Employment Contract from the effective date of termination to the next June 30.

13. **TERMS AND CONDITIONS:**

The terms and conditions of this Contract may be amended from time to time and the basic Contract terms, as amended from time to time, may be extended by mutual agreement of the parties without terminating the basic Contract, but in no event shall the Superintendent be paid less than the salary she is receiving at the time of amendment.

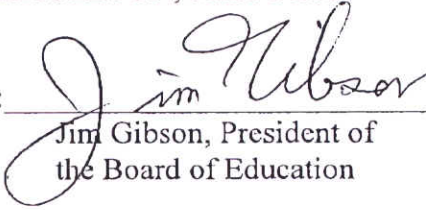
14. **SAVINGS CLAUSE:**

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal in Federal or State law, the remainder of the Contract not affected by such a ruling shall remain in force.

WITNESS THE HANDS of the parties hereto on the _____ day of December, 2006


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CARROLLTON R-VII SCHOOL DISTRICT
CARROLLTON, MISSOURI

By: 
Jim Gibson, President of
the Board of Education

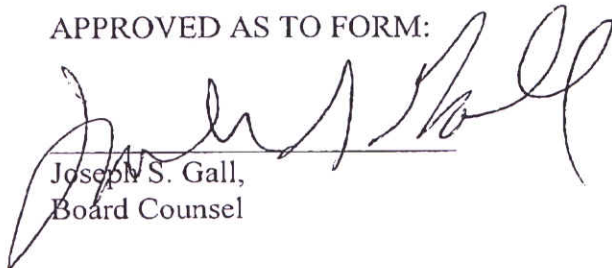
"BOARD"

ATTEST:


Secretary


JUDITH DELANY, "SUPERINTENDENT"

APPROVED AS TO FORM:


Joseph S. Gall,
Board Counsel