

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 4th day of April 2002, by and between David Stevens ("Superintendent") and the Board of Education for the Central R-III School District ("Board"). In accordance with its actions, as found in the minutes of the meeting held on the 4th day of April, 2002, the Board has and does hereby employ David Stevens as Superintendent of Schools for a period of 36 months commencing July 1, 2002. 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 \$100,000 for the 2002-2003 contract year, a salary of from \$100,000 to \$130,000, the exact amount to be determined by the Board of Education for the 2003-04 contract year, a salary of from \$100,000 to \$130,000, the exact amount to be determined by the Board of Education for the 2004-05 contract year, 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, which are existing or which may hereafter be created by the Central R-III Board of Education, and to serve as Executive Officer of the Board of Education. In addition to the annual salary, the Superintendent will receive an annual stipend of \$6,000 for each year listed in the contract.
2. The Superintendent agrees to devote his full-time, skills, 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 this duties.
3. The Board shall provide the Superintendent an annual sum not to exceed two thousand four hundred dollars (\$2,400) for in-District expenss commencing July 1, 2002. In addition, the Board shall pay the Superintendent .25 cents per mile for automobile expenses outside of the district. The Superintendent shall be reimbursed by the Board for meals, lodging, and other necessary expenses incurred in the performance of duties.
4. That the Superintendent shall receive \$275.00 toward health insurance coverage and any other personal benefits accorded to other professional employees of the District. Any improvements in

fringe benefits provided to other professional employees will automatically apply to the Superintendent.

5. That the Superintendent shall join national and state professional organizations related to the Superintendency 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 pay the costs of such memberships and meetings in an amount not to exceed \$5,000 annually.
6. That the Superintendent does hereby agree to have a comprehensive medical examination not less than once every two years, and not more often than once each year; that a statement certifying 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 shall be paid by the Board.
7. That the Superintendent shall receive twenty (20) days vacation annually, exclusive of legal holidays and shall be entitled to two(2) days temporary leave annually. Sick leave shall be unlimited, as provided by Board policy. The Superintendent will be reimbursed at his daily pay rate for unused vacation days. Sick leave shall be unlimited, as provided by Board policy.
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 maintain 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 throughout the term of this 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, and provided that, following the Board's decision to discharge, the Superintendent shall have the right to service of written charges, notice of hearing, and an opportunity to provide the Board with reasons why his employment should not be terminated.
11. 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 sixty (60) 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, or all of one meeting during each contract year, 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 ongoing basis.
- 13. Renewal of the Superintendent's Contract shall be considered and a decision made to offer, or not to offer, an additional contract year at the Board of Education's regular meeting in January during each contract year. The Board of Education may contract with the Superintendent for an additional year(s) under terms agreeable to both parties.

DATED this 11th day of April, 2002.

David Stevens
David Stevens
Superintendent

Harvey A. Jarclith
President Board of Education

David W. Hass
Secretary Board of Education