

## CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS CHADWICK R-I SCHOOL DISTRICT

This agreement is entered this 15<sup>th</sup> day of February, 2006 between Board of Education of the Chadwick R-I School District ("Board" or "District") and Bill Wheeler ("Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as half (0.5FTE/550 hours) superintendent of the District's schools, for a period of one year, from July 1, 2006 through June 30, 2007 subject to the provisions of this agreement.

2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall at all times during the term of this agreement possess a valid certificate as superintendent of schools in the state of Missouri.

The Superintendent shall have responsibility for the administration of the schools of the District under the direction of the Board, and shall act as chief executive officer of the District. As such, he or she shall be directly responsible for the selection, direction and assignment of the administrative staff, teachers and other employees in the manner which most efficiently and effectively accomplishes the educational mission of the district, and for making recommendations concerning the annual budget and for administering the budget adopted by the Board. The Superintendent shall provide for compliance with applicable laws and regulations relating to public schools in the state of Missouri, and shall perform his or her duties and supervise the employees and students of the District in a manner consistent with such laws and regulations.

The Superintendent shall administer and enforce the policies, rules, regulations and procedures of the District, shall recommend necessary additions or changes, and shall perform other administrative duties that are incidental to the position of superintendent or that may be assigned by the Board.

3. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of organizations as he or she may deem appropriate at District expense if approved by the Board. Unless directed otherwise by the Board, the Superintendent may participate in educational programs at district expense within amounts budgeted for such purposes if, in his or her discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include such amounts.

4. **COMPENSATION.** The salary payable to the Superintendent under this agreement for the 2006-2007 school year shall be Forty Seven Thousand Five Hundred Dollars (\$47,500.00). Salary shall be paid in equal installments on a monthly basis and subject to all deductions required by law.

5. **EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his or her performance under the applicable guidelines for performance based evaluation available through the Department of Elementary and Secondary Education, or under another evaluation method agreed

upon by the Superintendent and the Board. This does not supercede the Boards right to evaluate on an ongoing basis.

6. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certificated employees; however the Superintendent waives entitlement to medical insurance benefits currently offered. In addition the Superintendent shall be entitled to the following benefits:

(1) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his or her duties, subject to board approval.

(2) **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligation to the superintendent under this paragraph.

(3) **TRANSPORTATION EXPENSE.** As a condition of employment, the Superintendent is required to own or lease an automobile for business purposes. As the Superintendent shall be required to travel and make other business related trips including, but not limited to, meetings with District representatives, attorneys, auditors, parents and constituents, it is recognized that the Superintendent will incur certain expenses of a business nature for the use of said vehicles. Therefore, the Board will reimburse the Superintendent the annual sum of \$3600.00, payable monthly, for the business use of said vehicle. The Superintendent shall submit appropriate substantiation of all business expenses incurred. To the extent that this allowance is unsubstantiated, it shall be included in the Superintendent's taxable income. The Superintendent shall bear all costs associated with the purchase, upkeep and maintenance of the vehicle.

7. **TERMINATION — DISABILITY.** In the event of any illness or disability which renders the Superintendent unable to perform the essential duties required under this agreement with or without reasonable accommodation, following the expiration of any period of leave required by law, and including any regular sick leave days or other regular leave days to which the Superintendent is entitled, which period of leave shall be paid, and an additional period of paid leave if necessary so that the total period of paid leave terminates effective with the payment of benefits under any policy of disability insurance provided under this agreement, or six months from the date that such illness or disability caused the Superintendent to become unable to perform duties under this agreement, whichever period is shorter, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

8. **TERMINATION — FOR CAUSE.** This contract may be terminated, following written notice and an opportunity for a hearing, for cause, including failure to comply with the terms of this contract or any cause for which the contract of a permanent teacher may be terminated, except in the case of alleged immoral conduct or criminal acts. Following termination of this contract by

the Board of Education, no further salary shall be payable. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.

9. SATISFACTION OF CONTRACT. The Board of Education may completely discharge its obligations under this agreement at any time by paying to the Superintendent all of the contracted salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

10. RETIREMENT. The Superintendent may, by giving a minimum of ninety days written notice to the Board prior to the end of any school year, retire effective upon the completion of such school year during the term of this Agreement and terminate this Agreement effective upon such date. In order to exercise this option, the Superintendent must be eligible to receive full benefits under the Teacher Retirement System.

11. SEVERABILITY. If it is determined at any time that any provision of this contract is illegal or unenforceable, the remaining terms shall not be affected.

12. This agreement may be executed in counterpart.

13. BOARD AUTHORIZATION AND SIGNATURES.

BY ORDER OF THE BOARD OF EDUCATION, the District has approved this contract by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below,

CHADWICK R-I SCHOOL DISTRICT

By: *J.P. Flanigan*  
President, Board of Education

4-4-06  
date

Attest: *D. Russell Jones II*  
Secretary, Board of Education

4-10-06  
date

SUPERINTENDENT:

*Bill Wheeler*

April 3, 2006  
date