

SUPERINTENDENT'S CONTRACT

This contract is entered this 28 day of January, 2008, between the Board of Education of the Climax Springs R-IV School District ("Board" or "District") and *Michael Diekmann* ("Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's schools, for a period of the following school years, subject to the provisions of this contract: July 1, 2008 to June 30, 2009; July 1, 2009 to June 30, 2010 and July 1, 2010 to June 30, 2011.
2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall have responsibility for the administration of the schools of the District at the direction of the Board. The Superintendent shall act as chief executive officer of the District. As such, he shall be responsible for the selection, direction and assignment of the teachers and other employees in the manner that 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 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. **CERTIFICATION.** The Superintendent shall at all times during the term of this contract possess a valid certificate enabling him to serve as a superintendent of schools in the State of Missouri. The Superintendent will maintain such certification while he serves as Superintendent of Schools. In addition, the Superintendent understands that employment by the Board is contingent upon obtaining full certification through Missouri's Department of Elementary and Secondary Education system. The Superintendent will have until June 30, 2010 to obtain said certification. Superintendent will provide a satisfactory criminal and child abuse/neglect records report. In accordance with Missouri law, this background check will include a complete fingerprint criminal records check. A report that in the judgment of the Board is unsatisfactory shall constitute good cause for termination of this contract. The Superintendent shall also immediately notify the Board of any arrests, charges, pleas, convictions and/or sentences that occur after the dates of the foregoing criminal and child abuse/neglect record checks.
4. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of professional and educational organizations at District expense, if approved in advance by the Board. Unless directed otherwise by the Board, the Superintendent may attend and participate in educational programs offered by such organizations, at District

expense, within amounts budgeted for such purposes, if such participation is in the best interest of the District.

5. **COMPENSATION.** The salary payable to the Superintendent under this contract for the 2008-2009 school year shall be **\$77,000.00**, payable on a monthly basis and subject to all legally required and permissible deductions and withholdings. Superintendent's salary for the 2009-2010 school year shall be increased by no more than **five percent (5%) of the previous school year's salary**. The amount of increase for the 2010-2011 school year shall be increased by no more than five percent (5%) of the previous school year's salary.

6. **EVALUATION.** The Board shall devote a portion, or all, of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his performance. The Board shall determine the appropriate method for evaluation of the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.

7. **BENEFITS.** In addition to the compensation and other benefits provided for herein, the Superintendent shall be entitled to the following benefits:



(A) **INSURANCE BENEFITS.** It was mutually agreed by both parties that no insurance benefits will be provided.

(B) **VACATION AND SICK DAYS.** The Superintendent shall be entitled to **fifteen (15) days paid vacation during each school year** of this contract exclusive of weekends and legal holidays. Vacation days shall be **cumulative** to the extent that unused vacation days earned during a given year may be carried over for use during the next year up **to a maximum of twenty days**. Any accumulated vacation days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent as per Board policy. The Superintendent shall be entitled to **twelve (12) sick days during each school year** and **cumulative up to sixty (60) days** as per Board policy. Any accumulated sick days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent as per Board policy.

(C) **EXPENSE REIMBURSEMENT.** Subject to approval of the Board of Education, the Superintendent shall be reimbursed by the District for reasonable and necessary expenses incurred in the performance of his duties. Prior to reimbursement, the Superintendent shall submit to the Board appropriate substantiation of all business expenses incurred.

(D) **DEFENSE AND INDEMNIFICATION.** 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, and/or in his official capacity as agent and employee of the Board, provided that the incident arose while the Superintendent was acting within the course and scope of the Superintendent's employment and further provided that such defense, indemnification or obligation to hold harmless is within the coverages available through district insurance covering the superintendent, after satisfaction of any deductible or copayment. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph and such obligations shall not apply to any legal or other action relating to this contract.

(E) **TRANSPORTATION EXPENSE.** As the Superintendent shall be required to travel on 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. Therefore, the District will reimburse the Superintendent for the business use of his personal vehicle at the current mileage rate as prescribed by the Board of Education when on school business. 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. Except as provided above, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of a vehicle. The mileage rate may be increased by the Board of Education during each school year covered by this Agreement, with such amount to be determined by the Board in its judgment and at its sole discretion, provided however, that it shall not exceed the rate established by the IRS for business mileage at the time the extension or addendum for such school year is executed.

8. **TERMINATION - DISABILITY.** In the event of any illness or disability which renders the Superintendent unable to perform one or more of the essential duties required under this contract 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 specifically entitled, the Board may terminate this contract following notice and an opportunity for the Superintendent to be heard as required by law.

9. **TERMINATION - FOR CAUSE.** This contract may be terminated during its term for cause, which shall be defined to include, but shall not be limited to, the following: (i) neglect of duties and responsibilities; (ii) poor performance, incompetency, or inefficiency in the line of duty; (iii) failure to comply with policies and/or rules and regulations of the Board; (iv) failure to comply with directives of the Board; (v) failure to abide by the laws of the State of Missouri; (vi) immoral conduct; (vii) material breach of this contract; or (VIII) any other good or just cause, as defined by Missouri law. Prior to discharge, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board as required by law. If the Superintendent chooses to be represented by legal counsel at such hearing, he shall bear any costs attendant to such representation. Such hearing shall be conducted in closed, executive session unless otherwise provided by mutual agreement of the parties or otherwise required by law.

10. **TERMINATION - MUTUAL AGREEMENT.** This contract may be terminated by mutual agreement of the parties at any time.

11. **OTHER WORK.** The Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations, so long as such other work does not, in the Board's opinion, interfere in a material and/or substantial way with the Superintendent's obligations set forth in this contract. Such other work is, at all times, subject to the approval of the Board. The Superintendent shall obtain prior approval from the Board before beginning such other work.

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

13. **CONTRACT EXTENSION.** Prior to the end of each school year that this contract remains in effect, the Board may, upon request of the Superintendent, determine and notify the Superintendent whether it intends to extend this contract for an additional school year after the end of the then-current term. The Superintendent may make such request at any time after January 1 of the school year. After the Board's determination of the Superintendent's salary for the next school year, the terms of the extension shall be approved and reduced to writing by means of an Addendum to this contract.

14. **GOVERNING LAW.** The provisions of this Contract will be governed by the laws of the State of Missouri.

15. **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.

16. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Superintendent and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Contract must be in writing and signed by the parties.

BY ORDER OF THE BOARD OF EDUCATION, the Board President and Secretary have affixed their signatures below to confirm that the District, by majority vote of the Board of Education, has approved this contract; and by affixing his signature below, the Superintendent has accepted this contract.

SCHOOL DISTRICT

By: _____
President, Board of Education

Date

Attest: _____
Secretary, Board of Education

Date

Superintendent

Date