

**GOVERNING BOARD OF THE
CLINTON SCHOOL DISTRICT #124
CLINTON, MISSOURI**

The Employment Contract, made and entered into this 12th day of February, 2004, by and between the Governing Board of the **CLINTON SCHOOL DISTRICT #124**, Clinton, Missouri, hereinafter referred to as **DISTRICT**, and Bill Biggerstaff, 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 generally 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 program of the schools;

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 Schools for a term commencing July 1, 2004 and ending June 30, 2007.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT.

- a. **CERTIFICATION. SUPERINTENDENT** shall hold a valid certificate issued by the State Board of Education.
- b. **DUTIES. SUPERINTENDENT** shall have charge of the administration of schools under the direction of the Board. He shall be the Chief Executive Officer of the Board; shall direct and assign teacher and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the **DISTRICT** subject to the approval of the Board; 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 collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall attend all open Board meetings and all Board and citizen committee meetings, serve as an ex officio member of the School Board Committees as directed, and provide administrative recommendations on each item of business considered by each of these groups. The Superintendent shall comply with all applicable laws and shall notify the Board in a timely fashion of its legal duties and obligations.

SUPERINTENDENT shall submit to the Board a recommended format for administrator evaluations within ninety (90) days of the effective date of this contract.

- c. **OUTSIDE ACTIVITIES.** **SUPERINTENDENT** shall devote his full time, attention and energy to the business of the School District and will not engage in any pursuit which interferes with the proper discharge of his duties.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT.

DISTRICT encourages the continuing professional growth of **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;
- b. Seminars and courses offered by public and private educational institutions; and
- c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of **SUPERINTENDENT** to perform his professional responsibilities for **DISTRICT**.

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.

The superintendent's salary for the 2004-2005 school year shall be \$93,000. The salary for the 2005-2006 school year and 2006-2007 school year shall be as agreed upon, but not less than \$93,000.

5. VACATIONS AND OTHER BENEFITS.

- a. **SUPERINTENDENT** shall be entitled to the following Board paid benefits: **Two (2) weeks paid vacation, seven (7) paid holidays, twelve (12) sick and personal leave days, and health insurance for SUPERINTENDENT and SUPERINTENDENT's spouse and minor children who are still residents of the SUPERINTENDENT's home.**

The **SUPERINTENDENT** shall participate in the Public School Retirement Program, and shall have a choice of tax-sheltered annuities and other employee benefits as offered to other employees.

- b. **DISTRICT** shall pay One Hundred Percent (100%) of Superintendent's membership charges to the National and State Professional Organization(s) related to Superintending, as may be authorized by the **DISTRICT**.

6. EXPENSES.

DISTRICT shall pay or reimburse **SUPERINTENDENT** for reasonable expenses approved by **DISTRICT** and incurred by **SUPERINTENDENT** in the continuing performance of his duties and for the reasonable transportation expenses for his family from Marble Hill, Mo. to the location of the **DISTRICT**, as approved by **DISTRICT** in the annual budget.

7. PROFESSIONAL LIABILITY.

- a. **DISTRICT** agrees that it shall defend, hold harmless and indemnify **SUPERINTENDENT** from any and all demands, claims, suits, actions and legal proceedings brought against **SUPERINTENDENT** in his individual capacity as agent and employee of the **DISTRICT**, provided the incident arose while **SUPERINTENDENT** was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under state law. In no case will individual board members be considered personally liable for indemnifying **SUPERINTENDENT** against such demands, claims, suits, actions and legal proceedings.

- b. If in the good faith opinion of **SUPERINTENDENT**, conflict exists as regards the defense to such claim between the legal position of **SUPERINTENDENT** and the legal position of **DISTRICT**, the **SUPERINTENDENT** may engage counsel to represent his interest.

8. TERMINATION OF EMPLOYMENT CONTRACT.

This employment contract may be terminated by:

- a. Mutual agreement of the parties.
- b. Retirement of **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 reinstated 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 thirty (30) days. All obligations of **DISTRICT** shall cease upon such termination.

If a question exists concerning the capacity of **SUPERINTENDENT** to return to his duties, **DISTRICT** may require **SUPERINTENDENT** to submit to a medical examination to be performed by a doctor licensed to practice medicine. **DISTRICT** and **SUPERINTEDENT** shall mutually agree upon the physician who shall conduct the examination. The examination shall be at the expense of **DISTRICT**. The physician shall limit his report to the issue of whether **SUPERINTENDENT** has a continuing disability which prohibits him from performing his duties.

d. DISCHARGE FOR CAUSE.

Discharge for cause shall constitute conduct which is seriously prejudicial to **DISTRICT**, including but not limited to, neglect of duty, breach of contract, or any cause for which the employment of a permanent teacher may be terminated. Notice of charges and of the opportunity for a hearing 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 meeting shall be conducted in closed session. **SUPERINTENDENT** shall be provided a written decision

describing the results of the meeting. The **SUPERINTENDENT** may be suspended with pay pending the board's final decision. If discharged for cause, no further amount shall be due under the contract.

e. SATISFACTION OF CONTRACT.

The **DISTRICT** may completely discharge its obligation under this agreement at any time by paying 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.

9. 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.

10. RENEWAL OF CONTRACT.

The renewal of the **SUPERINTENDENT**'s contract shall be considered a decision made to offer, or not to offer, an additional contract year at the Board of Education regular meeting in December during each contracted year. The Board of Education may contract with the **SUPERINTENDENT** for an additional year or years under terms agreeable to both parties.

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

SUPERINTENDENT

CLINTON SCHOOL DISTRICT #124

By: Wesley Biggstaff

By: Jain Muneed II, D.D.
PRESIDENT

Sherron J. Acosta
SECRETARY

This Employment Contract was approved by vote of the School Board at a public meeting duly held on February 12, 2004, and has been made a part of the minutes for that meeting.

This Employment Contract is contingent on the completion of an acceptable background check.