

CLINTON COUNTY R-III SCHOOL DISTRICT
SUPERINTENDENTS CONTRACT
2008 - 2010

This agreement is entered this 6th day of December 2007 between the Board of Education of the Clinton County R-III School District ("Board" or District") and Lacey B. Sell ("Superintendent").

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 two years to begin 7/1/2008 through 06/30/2010, subject to the provisions of this agreement.

SUPERINTENDENT'S DUTIES: The Superintendent shall at all times during the term of this agreement possess a valid certificate as a 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, 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 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.

PROFESSIONAL DEVELOPMENT: The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, and the American Association of School Administrators, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of such other organizations as she may deem appropriate at District expense if approved by the Board. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within amounts budgeted for such purposes if, in her discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include such amounts.

COMPENSATION: The salary payable to the Superintendent under this agreement for the 2008-09 school year shall be, Ninety-Five Thousand Dollars (\$95,000.00); and for the 2009-2010 school year shall be, One-Hundred Thousand Dollars \$100,000. The Superintendent will be reimbursed for any expenses incurred by her in the performance of her duties. Salary shall be paid in twelve (12) equal installments on a monthly basis and subject to all deductions required by law.

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 her performance under the applicable guidelines for performance based evaluation through the Department of Elementary and Secondary Education, or under another evaluation method agreed upon by the Superintendent and the Board.

BENEFITS: The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:

(1) **VACATION:** The Superintendent shall be entitled to ten (10) days paid vacation during the first year of this agreement, and fifteen (15) days paid vacation during the second year of this agreement, exclusive of weekends and legal holidays.

(2) **EXPENSE REIMBURSEMENT:** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of her duties.

(3) **DEFENSE AND INDEMNIFICATION:** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of her 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.

(4) **INSURANCE:** The District shall provide medical and dental insurance for the Superintendent and her dependent children.

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(5) MEMBERSHIPS: The District shall provide an annual family membership to the Plattsburg Country Club and the Bode Public Pool.

(6) MOVING EXPENSES: The Superintendent shall be reimbursed by the Board of Education for moving expenses not to exceed \$2,500.

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, the Superintendent shall be given written notice of causes that may result in termination. 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.

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.

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.

CONTRACT EXTENSION: By February 1st of each year that this Agreement remains in effect, the District shall notify the Superintendent of whether it intends to extend this Agreement for an additional school year under the same terms and conditions, subject to modification of the salary for such additional year. The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties.

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.

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.

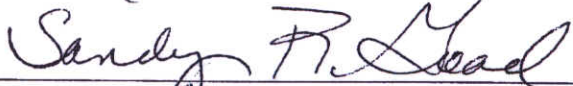
CLINTON COUNTY R-III SCHOOL DISTRICT



SUPERINTENDENT

~~12-10-07~~ 12-12-07 JS

DATE:




SCHOOL BOARD SECRETARY

12-13-07

DATE:



SCHOOL BOARD PRESIDENT



DATE: