

**CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
COLE COUNTY R-I SCHOOL DISTRICT**

This agreement is entered into this 14th day of April, 2008, by and between the Board of Education of the Cole County R-I School District, hereinafter referred to as the **DISTRICT**, and **JERRY HOBBS**, hereinafter referred to as the **SUPERINTENDENT**.

WHEREAS, the **DISTRICT** desires to provide the **SUPERINTENDENT** with a written employment contract in order to enhance administrative stability and continuity within the school which the **DISTRICT** believes generally improves the quality of its overall educational program; and, **WHEREAS**, the **DISTRICT** and the **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 school;

NOW, THEREFORE, the **DISTRICT** and the **SUPERINTENDENT**, for the consideration herein specified, agree as follows:

1. **TERM.** The District agrees to employ the **SUPERINTENDENT**, and the **SUPERINTENDENT** agrees to accept such employment as the **SUPERINTENDENT** of the District's schools, for a period of one (1) year, from July 1, 2008, through June 30, 2009, subject to the provisions of this agreement.

2. **SUPERINTENDENT DUTIES.** The **SUPERINTENDENT** shall at all times during the term of this agreement possess a valid certificate enabling him to serve 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 of Education, and 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 under his supervision 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 of Education, all subject to approval and supervision of the Board. The Superintendent shall be responsible for compliance by the District with all applicable laws and regulations relating to public schools in the state of Missouri, for informing the Board of Education of its responsibilities under applicable laws and regulations in a timely manner when reasonably necessary, and for performing his duties and supervising 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 such other duties that are incidental to the position of Superintendent or that may be assigned by the Board of Education.

3. PROFESSIONAL GROWTH. The Superintendent may become a member of the Missouri Association of School Administrators, the American Association of School Administrators, the Missouri Association of School Business Officials, and such other organizations as he may deem appropriate, and may attend educational programs offered through such organizations. Expenses of becoming a member of such organizations and attending such programs shall be the responsibility of the Superintendent, except as are priorly approved by the Board. In its encouragement, the **DISTRICT** shall permit a reasonable amount of release time for the **SUPERINTENDENT** for such purposes.

4. COMPENSATION. The salary payable to the **SUPERINTENDENT** under this agreement for the 2008-2009 school year shall be Eighty-Two Thousand (\$82,000) payable 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 of the working relationship between the Superintendent and the board and an evaluation of his performance under the applicable guidelines for performance based evaluation through the Department of Elementary and Secondary Education.

6. 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) The **SUPERINTENDENT** shall be entitled to ten (10) days paid vacation during each year of this agreement. Vacation days shall be taken within the fiscal year earned. Vacation days shall not accumulate from year to year, nor shall unused days be compensated except with the specific approval of the board of education.
- (2) The **SUPERINTENDENT** shall be entitled to three (3) personal days, which may accumulate up to a maximum of six (6) days. Anything accumulated past the six (6) days shall be transferred to sick leave.
- (3) The **SUPERINTENDENT** shall be entitled to thirteen (13) sick leave days, which may accumulate up to a maximum of seventy-five (75) days or such greater number as provided by board policy for teachers.
- (4) The **SUPERINTENDENT** shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performances of his duties, provided that the **SUPERINTENDENT** receive Board approval prior to membership and attendance in certain organizations as listed in Section 3. The Board of Education shall provide the Superintendent with transportation required in the performance of his official duties during his employment under this contract and shall provide him with \$.32/mile in lieu of transportation.
- (5) 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, provided however that such obligation shall be limited to the terms of insurance provided by the district for such purposes.

7. **TERMINATION.** 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 days or other regular leave days to which the **SUPERINTENDENT** is entitled, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard. The **SUPERINTENDENT** is hereby notified that he will be considered a "key employee" for purposes of the Family and Medical Leave Act.

Throughout the term of the 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, prior 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.

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. Any monies due the school district at the time of employee's final paycheck will be withheld from said final paycheck.

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

8. **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 his signature.

COLE COUNTY R-I SCHOOL DISTRICT:

By: Mike Wyss
President, Board of Education

5-15-08
Date

Attest: Brenda Farris
Secretary, Board of Education

5-16-08
Date

SUPERINTENDENT:

Gerry Hobbs

07/17/08
Date

Payroll is Direct Deposited on the 23rd of each month

CERTIFIED STAFF BENEFITS

9 Month Staff (Sept – Aug) 1st payday is Sept

Health Insurance paid – Standard Plan \$363 current rate
 \$25,000 Life Insurance Policy paid - \$3.75 month
 10 days – sick leave annually
 3 days – personal leave annually
 Retirement Match – 13%

10-11 Month Staff (Aug – Jul)

Health Insurance paid – Standard Plan \$363 current rate
 \$25,000 Life Insurance Policy paid - \$3.75 month
 11 days – sick leave annually (10 Month)
 12 days – sick leave annually (11 Month)
 3 days – personal leave annually
 Retirement Match – 13%

12 Month Staff (Jul – Jun)

Health Insurance paid – Standard Plan \$363 current rate
 \$25,000 Life Insurance Policy paid - \$3.75 month
 13 days – sick leave annually
 3 days – personal leave annually
 10 days – vacation
 11 days – holiday pay
 Retirement Match – 13%

NON-CERTIFIED STAFF BENEFITS

9 – 11 Month Staff

Health Insurance paid – Standard Plan \$363 current rate
 \$25,000 Life Insurance Policy paid - \$3.75 month
 10 days – sick leave annually (9 Month)
 11 days – sick leave annually (10 Month)
 12 days – sick leave annually (11 Month)
 3 days – personal leave annually
 Retirement Match – 6.25%

12 – Month Staff (Jul – Jun)

Health Insurance paid – Standard Plan \$363 current rate
 \$25,000 Life Insurance Policy paid - \$3.75 month
 13 days – sick leave annually
 3 days – personal leave annually
 4 days – floating holiday (Christmas/Spring Break) exception of certified
 10 days – vacation (after 1 year)
 11 days – holiday pay
 Retirement Match – 6.25%