

EMPLOYMENT CONTRACT

between

DR. PHYLLIS CHASE

and the

BOARD OF EDUCATION OF THE COLUMBIA SCHOOL DISTRICT

OF COLUMBIA, MISSOURI

THIS EMPLOYMENT CONTRACT is made and entered into this 1st day of July, 2007 by and between the Board of Education of The Columbia School District of Columbia, Missouri, hereinafter referred to as DISTRICT or BOARD, and Dr. Phyllis Chase, 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 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 SUPERINTENDENT, and SUPERINTENDENT hereby accepts employment as Superintendent of Schools for a term commencing as of the date of execution of this agreement and ending three years from and after said date. If DISTRICT does not notify SUPERINTENDENT in writing before May 1 of any year of this Contract that this Employment Contract will not be extended, it shall be deemed that DISTRICT has renewed this Employment Contract for one year extending

from the termination date set forth above. SUPERINTENDENT shall receive at least the same benefits provided the past year for any such extension.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

2.1 Certification. SUPERINTENDENT shall hold a valid certificate issued by the State of Missouri.

2.2 Duties. SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. She shall be the chief executive officer of the DISTRICT; shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT; 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 welfare 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 shall promptly refer all criticisms, complaints and suggestions called to its attention to the SUPERINTENDENT for study and recommendation.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

DISTRICT encourages the continuing professional growth of the SUPERINTENDENT through her participation, as she might decide in light of her responsibilities as SUPERINTENDENT, in:

- 3.1 the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school boards associations;
- 3.2 seminars and courses offered by public or private educational institutions;
- 3.3 informational meetings with other persons whose particular skills or

backgrounds would serve to improve the capacity of SUPERINTENDENT to perform her professional responsibilities for DISTRICT; and

3.4 visits to other institutions and districts.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT 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

4.1 DISTRICT shall pay SUPERINTENDENT the sum of Two Hundred Thousand Three Hundred Forty and 00/100 Dollars (\$200,340.00) for services during the 2007-2008 school year. For the following years of this Contract, SUPERINTENDENT shall receive an amount equal to the previous year's salary and such percentage increases thereto, if any, as is determined by the BOARD.

5. VACATION AND OTHER BENEFITS

5.1 SUPERINTENDENT shall be entitled to eighteen (18) vacation days during the first year of the term of this agreement. Should the SUPERINTENDENT not use these vacation days, they will be accrued. After the first year of employment with the DISTRICT, SUPERINTENDENT shall be deemed to have ten (10) years of service in the DISTRICT towards the accrual of vacation and sick leave as provided by BOARD policy. The SUPERINTENDENT shall also be entitled to such holidays as are authorized by the Board of Education for administrative employees of the DISTRICT. No more than 60 days of vacation may be accrued and retained by SUPERINTENDENT. After the accumulation of 60 days of vacation, the vacation days will not be accrued. Upon leaving the DISTRICT or retirement, the SUPERINTENDENT will be compensated for accrued vacation days not to exceed 60 days, pursuant to BOARD policy.

- 5.2 SUPERINTENDENT will receive twelve (12) days sick leave for each year of employment with the DISTRICT beginning with the first day of July, 2003. Sick days will be cumulative and will accumulate from year to year if not used in a particular year by the SUPERINTENDENT. SUPERINTENDENT shall be compensated at retirement for accumulated sick leave days pursuant to BOARD policy in effect at the time of such retirement.
- 5.3 DISTRICT agrees to maintain medical and dental insurance on and for the benefit of the SUPERINTENDENT and medical and dental insurance on and for the benefit of the SUPERINTENDENT's spouse. These benefits shall be at least equal to the benefits provided to teachers in the Columbia School District.
- 5.4 DISTRICT will pay the SUPERINTENDENT's membership fees for at least two professional school associations of the SUPERINTENDENT's choice.
- 5.5 BOARD shall provide a transportation allowance in the amount of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) a year to provide for an automobile for the SUPERINTENDENT's sole personal and professional use. SUPERINTENDENT shall be responsible for maintenance and insurance of any such automobile.
- 5.6 BOARD shall provide the SUPERINTENDENT a cellular telephone of reasonably current technology for her sole personal and professional use. BOARD will pay for the operation and maintenance of the telephone. The SUPERINTENDENT shall maintain a log which identifies personal utilization, as opposed to professional utilization, or as may be otherwise required by the Internal Revenue Code, as the same is in effect from time to time.

5.7 BOARD shall provide the SUPERINTENDENT and agrees to maintain during the entire term of this Contract a term life insurance policy on and for the benefit of the SUPERINTENDENT in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

6. EXPENSES

DISTRICT agrees to reimburse the SUPERINTENDENT for the reasonable expenses incurred in the performance of her duties upon submission of receipts.

7. PROFESSIONAL LIABILITY

7.1 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 her individual capacity or in her official capacity as agent and employee of the DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of her employment and not in violation of any of the terms of this agreement and excluding criminal litigation, and provided further that the agreement of DISTRICT hereunder is one covered under and is appropriate for liability insurance coverage and is within the authority of the school BOARD to provide under state law, except that, in no case, will individual BOARD members be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings. The DISTRICT's obligations under this paragraph for actions taken as SUPERINTENDENT during the employment as SUPERINTENDENT will continue after the SUPERINTENDENT ceases to be an employee of the DISTRICT.

- 7.2 If, in the good faith opinion of SUPERINTENDENT or BOARD, a 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, in which event DISTRICT shall reimburse and indemnify the SUPERINTENDENT for the costs of legal defense as permitted by state law.
- 7.3 DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event DISTRICT and SUPERINTENDENT have adverse interests in such litigation, provided, however, where the interests are adverse and where a settlement is made in the SUPERINTENDENT's favor, or if judgment is entered on behalf of the SUPERINTENDENT, the DISTRICT shall be responsible for reimbursement of the SUPERINTENDENT's attorney fees and costs incurred in that litigation.

8. MEDICAL EXAMINATION

In light of the unique nature of the professional duties of Superintendent of Schools, DISTRICT shall, at its expense, provide for the SUPERINTENDENT a complete medical examination not less than once every two years and no more often than once each year. Any report of the medical examination shall be given directly and exclusively by the examining physician to SUPERINTENDENT. The DISTRICT shall be advised in writing by the physician of the continued physical fitness of the SUPERINTENDENT to perform her duties, and such report shall be confidential.

9. EVALUATION

The BOARD shall evaluate and assess in writing the performance of SUPERINTENDENT at least once a year during the term of this Contract. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT.

SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment of her performance within six (6) calendar months of the effective date of this Contract. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format. In any event, the BOARD shall adopt an evaluation format within nine (9) calendar months of the effective date of this Contract.

At least once each fiscal year, DISTRICT and SUPERINTENDENT shall meet in closed executive session for the purpose of evaluation of the performance of the SUPERINTENDENT. In the event that the BOARD determines that the performance of the SUPERINTENDENT is unsatisfactory in any respect, the BOARD shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the BOARD deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the SUPERINTENDENT. The SUPERINTENDENT shall have the right to make a written response to the evaluation. This response shall become a permanent attachment to the SUPERINTENDENT's personnel file. Within thirty (30) calendar days of the delivery of the written evaluation to the SUPERINTENDENT, the BOARD shall meet with the SUPERINTENDENT to discuss the evaluation.

10. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

- 10.1 Mutual agreement of the parties.
- 10.2 Retirement of SUPERINTENDENT.
- 10.3 Disability of SUPERINTENDENT. In the event the SUPERINTENDENT shall be disabled and unable to perform her duties under this agreement by reason of sickness, accident, incompetency, incapacity or other cause beyond her control, and such disability continues for more than sixty (60) calendar days, the BOARD may appoint an

Acting SUPERINTENDENT to fulfill the duties and responsibilities of the SUPERINTENDENT under this agreement. In the event the SUPERINTENDENT shall be disabled and unable to perform her duties under this agreement by reason of sickness, accident or other cause beyond her control, and such disability continues for more than one hundred twenty (120) calendar days, the BOARD may terminate this agreement. In the event of termination due to disability, the SUPERINTENDENT shall continue to receive the salary and benefits provided for in Paragraph 4 and 5 of this agreement for a period of six (6) months from the date the SUPERINTENDENT becomes disabled and also has exhausted all accrued sick leave and vacation. The BOARD's decision and determination as to the disability of the SUPERINTENDENT shall be final and shall be based on the opinion of a properly licensed medical doctor or doctors. If a doctor on behalf of the SUPERINTENDENT disagrees with a disability finding made by a doctor on behalf of the BOARD, a mutually agreeable third doctor will examine the SUPERINTENDENT and make a recommendation regarding disability.

10.4 Death of SUPERINTENDENT.

10.5 Discharge for Cause. Discharge for cause shall constitute conduct which is seriously prejudicial to DISTRICT, including, but not limited to, neglect of duty or breach of Contract. Reasons for a proposed discharge for cause shall be given in writing. If the SUPERINTENDENT is given notice of termination for cause upon written charges, the SUPERINTENDENT is entitled to a private meeting with the BOARD prior to final action. If the BOARD has reason to believe the SUPERINTENDENT has engaged in conduct

which has seriously impaired her ability or fitness to lead the DISTRICT, the BOARD may upon five (5) days written notice conduct an emergency hearing for the sole purpose of determining whether the SUPERINTENDENT should be suspended pending the private meeting described above. If the SUPERINTENDENT is discharged for cause upon a majority vote of the BOARD, the SUPERINTENDENT shall not be entitled to any further compensation under this Contract.

11. RECLASSIFICATION

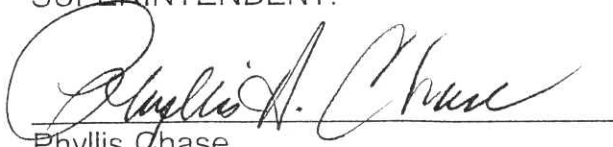
It is expressly understood and agreed that the BOARD shall have the right at any time in its sole discretion to reclassify the SUPERINTENDENT to another position within the School District for which the SUPERINTENDENT is legally qualified. In that event the SUPERINTENDENT shall perform all acts and duties incident to the position to which SUPERINTENDENT is reclassified. The SUPERINTENDENT's title shall also be changed to that of the position to which reclassified. The salary and other benefits of the SUPERINTENDENT shall not, however, be reduced as a result of any such reclassification.

12. SAVINGS CLAUSE

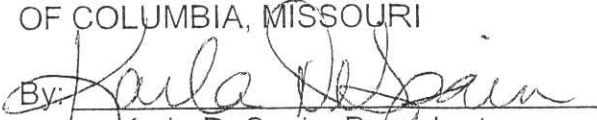
If, during the term of this Contract, it is found that a specific clause of the Contract is illegal pursuant to federal or state law, the remainder of the Contract not affected by such a ruling shall remain in full force.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be executed by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in paragraph 1 above.

SUPERINTENDENT:


Phyllis Chase

BOARD OF EDUCATION
COLUMBIA SCHOOL DISTRICT
OF COLUMBIA, MISSOURI

By: 
Karla DeSpain, President

By: 
Lynn Barnett, Secretary

The Employment Contract was approved by a vote of the School Board at a meeting duly held on the 14th day of May, 2007, and has been made a part of the minutes for that meeting.