

CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
COMMUNITY R-VI SCHOOL DISTRICT

This agreement is entered this 16th day of April 2007, between the Board of Education of the Community R-VI School District and Arlen Provancha.

1. TERM The Community R-VI School District agrees to employ Arlen Provancha, and Arlen Provancha agrees to accept such employment as superintendent of the Community R-VI School District's schools, for a period of two years from July 1, 2007 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 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, he or she shall be responsible for the selection, direction and assignment of the 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 the public schools in the state of Missouri, and shall perform his or 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.

3. 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 member of such other organizations, as he or 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 his or her discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include amounts necessary for purposes of this paragraph.

4. COMPENSATION The salary payable to the Superintendent under this agreement for the 2007-2008 school year shall be not less than \$75,000. The salary payable to the Superintendent under this agreement for the 2008-2009 school year shall be not less than \$75,000. This salary payable is subject to modification each year. Salary shall be payable in equal installments 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 with the Superintendent of an evaluation of his or her performance under the applicable guidelines for performance based evaluation available through the Department of Elementary and Secondary Education, or under another evaluation method agreed upon by the Superintendent and the Board.
6. BENEFITS The Superintendent shall be entitled to all of the benefits applicable to certified employees, and in addition shall be entitled to the following benefits:
 - (a) VACATION The Superintendent shall be entitled to fifteen (15) days paid vacation and days off when teachers are not in attendance during each year of the agreement, exclusive of weekends and legal holidays, with no more than 10 consecutive workdays taken at any one time. 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 at the per diem rate of 1/255 multiplied by the annual salary then payable to the Superintendent.
 - (b) EXPENSE REIMBURSEMENT The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his or her duties up to \$4500.
 - (c) DEFENSE AND INDEMNIFICATION 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 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.

(d) HEALTH INSURANCE BENEFIT The usual employee health insurance benefit (\$265/month) will be provided.

7. TERMINATION – DISABILITY In the event of any illness or disability which render 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 leave days or other regular leave day to which the Superintendent is entitled, which period of leave shall be paid, and an additional period of paid leave if necessary so that the total period of paid leave terminates effective with the payment of benefits under any policy of disability insurance provided in paragraph 6 of the agreement, or six months from the date that such illness or disability caused the Superintendent to become unable to perform duties under this agreement, whichever period is shorter, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.
8. 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 permanent teacher may be terminated. Except in the case of alleged immoral conduct or criminal acts, the Superintendent shall be give written notice of causes that may result in termination if not corrected, at least sixty days before charges are filed, and an opportunity to address the problem area identified in the written notice. 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.
9. 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.
10. 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. If, following retirement under this section, the Superintendent accepts employment as a school administrator in another district for a period covered under this agreement, the Superintendent shall pay to the District, as liquidated damages and not as a penalty, an amount equal to the salary payable for such period.

- 11. CONTRACT EXTENSION By February 1 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.
- 12. 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.
- 13. 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.

COMMUNITY R-VI SCHOOL DISTRICT

BY: *Walter Hahn*
 President, Board of Education

5/9/07
 Date

ATTEST: *Sherri Seimche*
 Secretary, Board of Education

4/20/07
 Date

Arlen D. Provancha
 Superintendent

April 19, 2007
 Date