

Bd Pd Employee/Family Health Insurance
Bd Pd Employee/Family Dental
Bd Pd Employee Life Insurance

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this 10th day of January, 2008, by and between Mary Beth Scherer, "Superintendent" and the Board of Education for the Concordia Reorganized School District No. 2 "Board". In accordance with its actions, as found in the minutes of the meeting held on the 10th day of January, 2008, the Board has and does hereby employ Mary Beth Scherer as Superintendent of Schools for a period of 24 months commencing 7/1/2008. Both parties agree that said employee shall perform the duties of Superintendent of Schools in and for the public schools of said District, as prescribed by the laws of the State of Missouri, and by the rules and regulations made there under by the Board of said District.

WITNESSETH:

1. That, in consideration of an annual salary of an amount not less than \$79,991.00 and no more than ~~\$79,991.00~~ ^{MBS} for the 2009-2010 contract year, a salary of not less than previous year's salary (2008-2009) \$79,991.00 to not more than 5% increase \$83,991.00 the exact amount to be determined, based on performance, by the Board for the 2008-2009 contract year. The Superintendent agrees to perform faithfully the duties and obligations of Superintendent of Schools required by the laws of the State of Missouri and the rules, regulations, and policies of the Board of Education, which are existing or which may hereafter be created by the Concordia R-2 Board of Education, and to serve as Executive Officer of the Board of Education.

2. The Superintendent agrees to devote his/her full time, skill, labor, and attention to his/her employment during the term of this Contract, and will not engage in any pursuit which interferes with the proper discharge of his/her duties. However, subject to the foregoing, the Superintendent will be permitted to make presentations at educational conferences and to teach at local colleges and universities, with prior notice to and consent of the Board.

3. That the Superintendent shall receive employee health insurance coverage and any other personal benefits accorded to other professional employees of the District. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent. (Included in salary)

4. That the Superintendent shall join national and state professional organizations related to the Superintendence and those required by Board. In addition, the Superintendent shall attend appropriate professional meetings at the local, state and national level. The Board shall pay the costs of such memberships and meetings in an amount not to exceed \$500.00 annually.

5. That the Superintendent does hereby agree to have a comprehensive medical examination not less than once every two years, and not more than once each year; that a statement certifying the physical competency of the Superintendent shall be filed with the Secretary of the Board of Education and treated as confidential information by the Board, and the cost of said medical examination shall be paid by the Board.

6. That the Superintendent shall receive fifteen days vacation annually, exclusive of legal holidays. Vacation shall be taken within twelve (12) months of the year in which it is earned unless with Board approval and shall not be cumulative. Sick leave shall be unlimited, as provided by Board policy.

7. That the Board of Education shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her individual capacity, or in his/her official capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was acting within the scope of his/her employment.

8. That the Superintendent will maintain a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri, as directed by the Board of Education.

9. That throughout the term of this Contract, the Superintendent shall be subject to discharge for just cause, provided, however, that the Board does not arbitrarily or capriciously call for his/her dismissal, and provided that, following the Board's decision 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/her employment should not be terminated.

10. That should the Superintendent be unable to perform any or all of his/her duties by reason of illness, accident, or other cause beyond his/her control, and said disability exists for a period of more than sixty (60) consecutive days during any school year, the Board of Education may, at its discretion, make a proportionate deduction from the salary stipulated, and if such disability continues for more than ninety (90) consecutive days, or if said disability is permanent, irreparable, or of such a nature as to make the performance of his/her duties impossible, the Board may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations hereof shall terminate.

11. That the Board of Education shall devote a portion of, or all of one meeting during each contract year, to a discussion of the working relationship between the Superintendent and the Board, and concerning the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.

12. Renewal of the Superintendent's Contract shall be considered and a decision made to offer, or not to offer, an additional contract year at the Board of Education's regular meeting in January during each contract year. The Board of Education may contract with the Superintendent for an additional year(s) under terms agreeable to both parties.

13. Penalty Clause for Release from Contract:

Having signed a contract for a school year, a superintendent will be released, if such a request is made by the superintendent, only if suitable replacement is found, and the request is presented to the Board prior to March 31st for the following contract year. If a request is presented after March 31st, the superintendent shall pay to the district a sum of two (2%) percent penalty of contract amount.

If such a request is made after April 30th, the superintendent shall pay to the district a sum of five (5%) percent penalty of contract amount.

If such a request is made after May 31st, the superintendent shall pay to the district a sum of ten (10%) percent penalty of contract amount.

All requests for release from contract shall be considered on an individual basis by the Board and the Board reserves the right to make exceptions to this policy when conditions merit such action.

DATED this 10th day of January, 2008.

Mary Beth Scheer
SUPERINTENDENT

Roxanne Merriam
PRESIDENT - BOARD OF EDUCATION

D. Somme
SECRETARY - BOARD OF EDUCATION

