

Superintendent/Principal's Employment Contract

THIS AGREEMENT made and entered into this 18th day of March 2008, by and between John Richard Ross (Superintendent/Principal) and the Board of Education for the Cowgill RVI School District (Board). In accordance with its actions, as found in the minutes of the meeting held on the 18th day of March, 2008, the Board has and does hereby employ John Ross as Superintendent/Principal of School for a period of 12 months commencing July 1st and ending June 30, 2009. Both parties agree that said employee shall perform the duties of Superintendent/Principal 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 Education of said District.

WITNESSETH:

1. That, in consideration of an annual salary of \$46,000.00 Superintendent/ Principal for the 2008-2009 contract year, the Superintendent/Principal agrees to perform faithfully the duties and obligations of Superintendent/Principal 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 Cowgill R-VI Board of Education, and to serve as Executive Officer of the Board of Education.

2. The Superintendent/Principal 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/Principal will be permitted to make presentation at educational conferences and to teach at local colleges and universities, with prior notice to and consent of the Board.

3. That the Superintendent/Principal shall receive twenty (20) days vacation during this contract period, exclusive of legal holidays. Vacation shall be taken within six (6) months of the year in which it is earned and shall not be cumulative. Only five (5) days of vacation may be taken during the regular school year when school is in session. The Superintendent/Principal will submit a tentative vacation schedule to the Board at the regularly scheduled Board meetings. All vacation days are subject to Board approval. Sick leave shall be provided as specified by Board policy.

4. That the Superintendent/Principal shall receive 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/Principal.

Board pays \$316 per month for health insurance.

5. That the Board of Education shall defend, hold harmless, and indemnify the Superintendent/Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent/Principal 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/Principal was acting within the scope of his/her employment.
6. That the Superintendent/Principal will maintain a valid and appropriate certificate to act as Superintendent/Principal of Schools in the State of Missouri, as directed by the Board of Education.
7. That following the Board's decision to discharge, the Superintendent/Principal 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.
8. That should the Superintendent/Principal 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 thirty (30) 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 sixty (60) consecutive days, or if said disability is permanent, irreparable, or of such nature as to make the performance of his/her duties

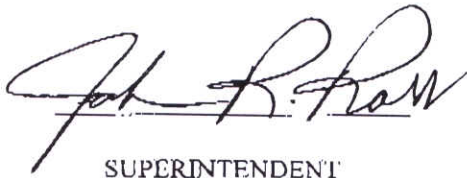
impossible, the Board may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations here of shall terminate.

9. 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/Principal and the Board, and concerning the Superintendent/Principal's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent/Principal's performance on an ongoing basis.

10. Renewal of the Superintendent/Principal'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/Principal for an additional year(s) under terms agreeable to both parties.

11. The Superintendent/Principal will be entitled to all legal holidays specified in the board approved calendar.

DATED this 5 day of May, 2008


SUPERINTENDENT


PRESIDENT-BOARD OF EDUCATION


SECRETARY- BOARD OF EDUCATION