

CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS CRANE R-III SCHOOL DISTRICT OF STONE COUNTY, MISSOURI

This agreement is entered into and REVISED on this 4th day of April, 2007 by and between the Board of Education of the Crane R-III School District ("Board" or "District") and Tyler W. Lancy ("Superintendent").

1. TERM. The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's schools, for a period of Three years, from July 1, 2005 through June 30, 2008, subject to the provisions of this agreement.

2. SUPERINTENDENT'S 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, and shall act as chief executive officer of the District. As such, he shall be directly responsible for the selection, direction and assignment of the administrative staff, 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 public schools in the state of Missouri, and shall perform his 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, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of such organizations as he 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 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 total salary payable to the Superintendent under this agreement in twelve equal payments per year and subject to all deductions required by law for the 2005-06 school year shall be \$84,447.00. The total salary payable for the 2006-07 school year shall be \$87,403. The total salary payable for the 2007-08 school year shall be \$91,773.00.

The Superintendent may choose to accept as salary with the Board of Education's consent prior to the beginning of a fiscal year, amounts payable to the superintendent per fiscal year as identified in this contract under Item F - Deferred Compensation, Item G - Employee and Family Health Insurance, and Item D - Transportation Expense (Item D - Transportation Expense to be based upon an amount agreed to by the Board of Education) so long as the superintendent is within three years of Public School Retirement.

5. EVALUATION. The Board of Education shall devote a portion of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his 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 certificated employees, and in addition, shall be entitled to the following benefits:

A. VACATION: The Superintendent shall be entitled to twenty (20) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Vacation shall not be cumulative to the extent that unused vacation days can be carried over for use during the next school year. Any accumulated vacation days remaining at the end of each school year or remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the per diem rate of 1/252 for 2005-06, 2006-07, & 2007-08 school years multiplied by the annual gross salary then payable to the Superintendent. The scheduling of more than five consecutive days of vacation shall be by the agreement between the Board and Superintendent.

B. WORK WEEK IN OCTOBER AND NOVEMBER: The Superintendent shall be entitled to work four (4) days per week in the months of October and November of each school year. Days that are utilized under this provisions shall count as vacation days.

C. ADMINISTRATION/SUPERVISION OF INTERSCHOLASTIC SPORT ACTIVITIES: The Superintendent shall not be required to supervise interscholastic sport activities occurring outside of the regular school day.

D. TRANSPORTATION EXPENSE: The Board shall allow the Superintendent to have access to utilize the drivers education car, when it is not in use for instructional purposes or by request from employees to attend approved school related functions, to: Visit other schools; attend Board meetings; attend community functions on behalf of the school; attend conferences; travel to supervise interscholastic activities; attend meetings and workshops; and shall purchase appropriate automobile liability insurance and be responsible for all costs and expenses in the maintenance, repair and operation of the vehicle.

E. EXPENSE REIMBURSEMENT: The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his duties.

F. DEFERRED COMPENSATION: The Board shall establish a non-qualified deferred compensation plan on behalf of the Superintendent in accordance with the applicable provisions, regulations and procedures of the Internal Revenue Service. The Board shall retain ownership of the plan. The plan shall be the property of the Board, subject to the claims of the general creditors of the Board and the Superintendent shall have no claim or right to ownership of, or to pledge, assign, or hypothecate the deferred payments thereunder until such time as the employment period terminates or at retirement.

The total deferred compensation for the Superintendent under this agreement in twelve equal payments per year for the 2005-06 school year shall be \$4,600.00. The total deferred compensation for the Superintendent under this agreement in twelve equal payments per year for the 2006-07 school year shall be \$ 4,600.00. The total deferred compensation for the Superintendent under this agreement in twelve equal payments per year for the 2007-08 school year shall be \$4,600.00.

G. EMPLOYEE & FAMILY INSURANCE PREMIUM: The Board shall provide for payment of health insurance premiums for the superintendent and their Family not to exceed the annually approved health insurance premiums amount established during the 2005-06, 2006-07, & 2007-08 school years. If the superintendent voluntarily declines family insurance coverage under the District's health insurance plan, 50% of the annually approved family health insurance premium will be applied to the deferred compensation amount established for the superintendent each school year under this contract by the Board.

H. OTHER WORK: The Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations, so long as such other work does not interfere in a material and substantial way with the Superintendent's

obligations set forth in this agreement.

7. 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 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.

8. TERMINATION - DISABILITY. 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 sick leave days or other regular leave days to which the Superintendent is entitled, which period of leave shall be paid, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

9. TERMINATION - FOR CAUSE. This contract may be terminated for cause, including failure to comply with the terms of this contract or by mutual agreement of the Board of Education and the Superintendent. 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.

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 at a minimum of twenty-five (25) years of service. 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. 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 signing below.

CRANE R-III SCHOOL DISTRICT

By:

Bruce Lester
President, Board of Education

4-18-07
Date

Attest:

M. J. [Signature]
Secretary, Board of Education

4-18-07
Date

SUPERINTENDENT

[Signature]

4/10/2007
Date