

**DE SOTO SCHOOL DISTRICT #73
SUPERINTENDENT OF SCHOOLS
EMPLOYMENT CONTRACT**

This Employment Contract, made and entered into this 18th day of January, 2007, by and between the Board of Education of the De Soto School District No. 73, County of Jefferson, State of Missouri, hereinafter referred to as the Board, and Andy Jay Arbeitman, hereinafter referred to as Superintendent.

Whereas, the Board desires to provide Superintendent with a written employment Contract in order to enhance administrative stability and continuity within the schools which the Board believes generally improves the quality of its overall education program; and, **whereas**, the Board and Superintendent believe that a written employment Contract is necessary to describe specifically their relationship and to serve as a 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, the Board and Superintendent, for the consideration herein specified, agree as follows:

The Board, in consideration of the promises, herein contained, of the Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of School for a term commencing July 1, 2007 and ending June 30, 2010.

As a condition of employment and continued employment by the Board, the Superintendent shall agree to obtain prior to the first day of service, hereby and to have at all times, during the term of his Contract, a valid Superintendent's Certificate of the State of Missouri. In addition, the Superintendent understands that employment by the Board is contingent upon a satisfactory criminal and child abuse/neglect records report. In accordance with Missouri law, this background check will include a complete fingerprint criminal records check.

The Board, in consideration of the Superintendent's annual salary, shall agree to pay the rate of \$132,000 for the Contract year of 2007-2008, shall agree to pay the rate of \$138,600 for the Contract year of 2008-2009, and shall agree to pay the rate of \$145,530 for the Contract year of 2009-2010.

This annual salary rate shall be paid to the Superintendent in equal installments of the annual salary rate on the fifteenth day of each month for the services rendered in accordance with the schedule of salary payments stated in the Rules and Regulations.

Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and become part of this Contract, but it shall not be deemed that the Board and Superintendent have entered into a new Contract nor that the termination date of the existing Contract has been extended.

The Superintendent agrees to devote his full time, skill, labor, and attention to his employment during the term of this Contract, and will not engage in any pursuit which interferes with the proper discharge of his 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.

The Board shall pay the cost of local professional organizational membership dues. The board shall pay a car allowance of \$400 per month, and shall pay non local mileage incurred in the performance of his duties. This shall be paid in an amount that complies with the federal reimbursable rate. The board shall pay for meals and lodging that may be incurred while attending meetings in the performance of duties.

The Board agrees that the Superintendent join national and state professional organizations related to the Superintendency and those required by the Board. In addition, the Superintendent shall attend appropriate professional meetings at the state and national level. The Board shall pay the costs of such state and national memberships and meetings in an amount not to exceed \$3,000.00 annually.

The Superintendent shall be entitled to three weeks of vacation annually during the term of this Contract.

The Superintendent and his dependents shall be entitled to all benefits applicable to all other employees in the form of Board paid health insurance, Board paid dental insurance and Board paid \$100,000.00 term life insurance, as well as the Board retirement program, and the choice of tax sheltered annuities. In addition to the aforesaid benefits, the Superintendent and his dependents shall be entitled to Board paid vision insurance, Board paid dental insurance, and Board paid health insurance.

The Superintendent does hereby agree to have a comprehensive medical examination not less than once every two years, and not more often than once every 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 that reasonable cost of said medical examination shall be paid by the Board. The Board

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 individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment.

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 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 employment should not be terminated.

Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more than sixty (60) consecutive days, the Board 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 duties impossible, the Board may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations hereof shall terminate.

The Board agrees to provide a one time payment at the inception of this contract to the Superintendent in the amount of \$2000.00. This payment is to be used for the reimbursement of expenses incurred during the process of moving into the De Soto School District.

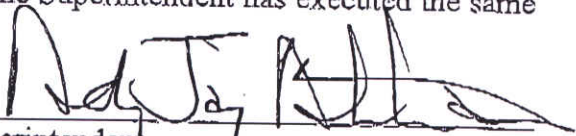
The Rules and Regulations of the Board of Education current as of the date of this Contract are hereby incorporated by reference into this agreement as if fully set out herein and both the Board and the Superintendent agree to be bound by them. By executing this Contract, the Superintendent acknowledges receipt of a copy of the Rules and Regulations of the Board.

The duties of the Superintendent are those defined in the aforesaid Rules and Regulations of the Board.

Nothing contained herein shall constitute an acknowledgement that this Contract is to continue in force from year to year after the termination date of the existing Contract unless amended upon mutual agreement by and between the Board and the Superintendent.

It is mutually agreed by and between the Superintendent and the Board that nothing contained herein shall operate or be construed as a waiver of any of the rights, powers, privileges or duties of either party hereto by or under the laws of the State of Missouri.

In witness hereof, the Board of Education has caused this instrument to be executed in its name by its proper officials and the Superintendent has executed the same all on the day first written above.

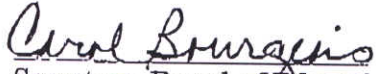


Superintendent



By Jeffrey W. Russell, President, Board of Education
of the De Soto School District No. 73

ATTEST:



Secretary, Board of Education
of the De Soto School District No. 73