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CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
EAST BUCHANAN C-1 SCHOOL DISTRICT

THIS EMPLOYMENT CONTRACT, made and entered into this 15TH day of January, 2007 by and between the Board of Education of the East Buchanan C-1 School District (hereinafter referred to as "BOARD" or "DISTRICT", and Charles Ernest Nance, hereinafter referred to as " Superintendent".

WHEREAS, DISTRICT desires to hire and employ SUPERINTENDENT, and SUPERINTENDENT agrees to accept such employment as SUPERINTENDENT of DISTRICT schools, for a period of one (1) year, from July 1, 2007 through June 30, 2008 and the DISTRICT desires to provide SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity with the school; and

WHEREAS, DISTRICT and SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the East Buchanan C-1 School District;

NOW, THEREFORE, DISTRICT and SUPERINTENDENT, for the consideration herein set forth, agree as follows:

1. **TERM.** DISTRICT, in consideration of the promises herein set forth, hereby employs SUPERINTENDENT and SUPERINTENDENT hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2007, and ending June 30, 2008, said contract to be renewable on an annual basis thereafter.

2. **PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT.**

- a. **CERTIFICATION.** SUPERINTENDENT shall hold a valid certificate issued by the State Board of Education of Missouri.
- b. **DUTIES.** SUPERINTENDENT shall have responsibility for the administration of the schools for the East Buchanan C-1 School District under the direction of the BOARD, and shall act as chief executive officer of the DISTRICT. He shall be directly responsible with BOARD approval, for the selection, the direction and assignment of the staff, teachers, and other employees of the school and shall organize and administer said staff in the manner which most efficiently and effectively accomplishes the educational mission of the DISTRICT, including instruction and business affairs and shall supervise the preparation of the annual budget and recommend the approval of the budget by the BOARD and administer the budget as adopted by the BOARD. The SUPERINTENDENT shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school DISTRICT, and in general perform all duties incident to the office of SUPERINTENDENT and such other duties as may be prescribed by the BOARD from time to time. The

SUPERINTENDENT shall provide compliance with applicable laws and regulations relating to the 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 BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions, called to its attention to the SUPERINTENDENT for study and recommendation. The SUPERINTENDENT shall attend all open board meetings and all board and citizen committee meetings, serve as an ex officio member of the school board committees as directed and provide administrative recommendations on each item of business considered by each of these groups. The SUPERINTENDENT shall comply with the directives, policies, rules, regulations and procedures of the DISTRICT and shall perform all duties incidental to the position of SUPERINTENDENT, which may be assigned to him by the BOARD.

SUPERINTENDENT shall submit to the BOARD a recommended format for administrator evaluation within ninety (90) days of the effective date of this Contract.

- c. **OUTSIDE ACTIVITIES.** SUPERINTENDENT shall devote his time, attention and energy to the business of the school DISTRICT. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at his discretion. If any of the aforementioned engagements include honoraria paid to SUPERINTENDENT in connection with these activities, said honoraria shall be transferred to the DISTRICT. If SUPERINTENDENT chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. In no case will DISTRICT be responsible for any expenses attendant to the performance of such outside activities.

3. **COMPENSATION.** The salary payable to the SUPERINTENDENT under this Agreement for the 2007-2008 school year shall be One Hundred Seven Thousand Eight Hundred Eight Seven Dollars (\$107,807.00).

4. **PROFESSIONAL GROWTH OF SUPERINTENDENT.** DISTRICT encourages the continuing professional growth of SUPERINTENDENT through his participation, as he might decide in light of his responsibilities as SUPERINTENDENT, in:

- a. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- b. Seminars and courses offered by public and private educational institutions; and

- c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT, as he deems appropriate, to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by the DISTRICT in the annual budget.

5. **EVALUATION.** The School BOARD shall devote a portion or all 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 an evaluation method agreed upon by the SUPERINTENDENT and the BOARD which is based upon the recommended format submitted by the SUPERINTENDENT.
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 during each year of this Agreement, exclusive of weekends and legal holidays. Any accumulated vacation days remaining unused upon termination of the SUPERINTENDENT'S employment or upon expiration of this Agreement shall be paid to the SUPERINTENDENT at the per diem rate of 1/250 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 duties, including but not limited to mileage for miles traveled in exercise of duties at a rate of 36 cents per mile.
 - c. **DEFENSE AND INDEMNIFICATION.** DISTRICT agrees that it shall defend, hold harmless, and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of the DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation and provided such liability coverage is within the authority of the school DISTRICT to provide under state law. In no case will individual board members be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings. If the good faith and opinion of the SUPERINTENDENT conflict exists as regards to the defense of such claim between the position of the SUPERINTENDENT and the legal position of the DISTRICT, the

SUPERINTENDENT may engage counsel to represent his interests, provided the DISTRICT will not be required to pay any costs of such legal proceedings in the event the DISTRICT and SUPERINTENDENT have adverse interests in such litigation.

7. **TERMINATION OF EMPLOYMENT CONTRACT.** This Employment Contract May be terminated by:

- a. Mutual agreement of the parties.
- b. Retirement of SUPERINTENDENT.
- c. Disability of SUPERINTENDENT.

In the event of disability by illness or incapacity, after SUPERINTENDENT'S sick leave has been exhausted, the compensation shall be reinstated after SUPERINTENDENT has returned to employment and undertaken the full discharge of his duties. DISTRICT may terminate this Contract by written notice to SUPERINTENDENT at any time after SUPERINTENDENT has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for a continuous period of six (6) months from the date such illness or disability cause the SUPERINTENDENT to become unable to perform his duties, after notice of termination and an opportunity for the SUPERINTENDENT to be heard with reference to the termination. All obligations of DISTRICT shall cease upon such termination. If a question exists concerning the capacity of SUPERINTENDENT to return to his duties, DISTRICT may require SUPERINTENDENT to submit to a medical examination, to be performed by a doctor licensed to practice medicine. DISTRICT and SUPERINTENDENT shall mutually agree upon the physician who shall conduct the examination, and said examination shall be at the expense of the DISTRICT. If the DISTRICT and SUPERINTENDENT cannot agree upon the physician, then each of them shall name a physician and the two physicians so named shall choose the physician to perform the examination. The physician shall limit the report to the issue of whether or not the SUPERINTENDENT has a continuing disability, which prohibits him from performing his duties.

- d. **DISCHARGE FOR CAUSE.** Discharge for cause shall result when conduct seriously prejudicial to the DISTRICT has transpired, including but not limited to, neglect of duty, breach of contract, commission of a criminal act, or any cause for which the employment of a permanent teacher may be terminated. Notice of charges and of the opportunity for a hearing shall be given in writing and SUPERINTENDENT shall be entitled to appear before the BOARD to discuss such charges and causes. If SUPERINTENDENT chooses to be accompanied by legal counsel at such meeting, he shall bear the cost of said counsel. Such meeting shall be conducted in closed session in accordance with the open meetings law of the State of Missouri. SUPERINTENDENT shall be provided a written decision describing the results of the meeting. The SUPERINTENDENT may be suspended with pay pending the BOARD'S final decision. If discharged for cause, no further compensation shall be due and payable under this Contract.

8. **TRAVEL/CONFERENCE EXPENSES.** The BOARD shall pay the reasonable and necessary expenses of the SUPERINTENDENT travel and conference expenses at Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) per year for length of contract.
9. **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 but rather shall stay in full force and effect.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved by duly authorized officers Nancy J. Roth, Board President, Kevin Barnett, Board Vice President, and Richelle L. Aebersold, Board Secretary, and SUPERINTENDENT has executed this Employment Contract effective on the day and year specified hereinabove on this 15th day of January, 2007.

EAST BUCHANAN C-1 SCHOOL DISTRICT:

By: Nancy J. Roth
Nancy J. Roth, BOARD PRESIDENT

Kevin E. Barnett
Kevin Barnett, BOARD VICE PRESIDENT

ATTEST: Richelle L. Aebersold
Richelle L. Aebersold, BOARD SECRETARY

SUPERINTENDENT;

Charles Vance