

Current

**CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
EAST NEWTON R-VI SCHOOL DISTRICT**

This agreement is entered this 20th day of December, 2007 between the Board of Education of the East Newton R-VI School District ("Board" or "District") and Tanya Vest ("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 two years, from July 1, 2008 through June 30, 2010, 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 or she 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 or her 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. COMPENSATION. The salary payable to the Superintendent under this agreement for the 2008-2009 school year shall be ninety thousand and eighty three dollars (\$90,083). Salary shall be payable in equal installments on a monthly basis and subject to all deductions required by law. Travel expenses payable of six thousand dollars (\$6,000) annually are in addition to the salary.

4. EVALUATION. The Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his or her 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.

5. 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:

(1) **DENTAL & VISION.** The District will pay for the Superintendent's Dental & Vision Plans.

(2) **VACATION.** The Superintendent shall be entitled to fifteen (15) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays.

(3) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his or her duties.

(4) **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify, and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

(5) **TRANSPORTATION EXPENSE.** As a condition of employment, the Superintendent is required to purchase or lease a personally owned automobile for business purposes. As the Superintendent shall be required to travel between campuses and make other business related trips including, but not limited to, meetings with District representatives, attorneys, auditors, parents, and constituents, it is recognized that the Superintendent will incur certain expenses of a business nature for the use of said vehicles. Therefore, the Board will reimburse the Superintendent the sum of \$6,000, for the business use of said vehicle. The Superintendent shall submit appropriate substantiation of all business expenses incurred. To the extent that this allowance is unsubstantiated, it shall be included in the Superintendent's taxable income. The Superintendent shall bear all costs associated with the purchase, upkeep and maintenance of the vehicle.

6. 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 regular sick leave days or other regular leave days to which the Superintendent is entitled, which period of leave shall be paid, and an additional period of paid leave if necessary so that the total period of paid leave terminates effective with the payment of benefits under any policy of disability insurance provided under this agreement, or six months from the date that such illness or disability caused the Superintendent to become unable to perform duties under this agreement, whichever period is shorter, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

7. TERMINATION – FOR CAUSE. This contract may be terminated, following written notice and an opportunity for a hearing, for cause, including failure to comply with the terms of this contract or any cause for which the contract of a permanent teacher may be terminated. Except in the case of alleged immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected, at least sixty days before charges are filed, and an opportunity to address the problem areas identified in the written notice. 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. The hearing shall be conducted as otherwise required by law.

8. SATISFACTION OF CONTRACT. The Board of Education may completely discharge its obligations under this agreement at any time by paying to the Superintendent all of the contracted salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

9. 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. If, following retirement under this section, the Superintendent is 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.

10. MOVING EXPENSES. The Board shall pay the reasonable and necessary expenses of the Superintendent to move his or her furnishings and furniture from the Superintendent's present residence to a new residence in the District. Total moving expenses shall not exceed \$1,000.

11. CONTRACT EXTENSION. By January 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 the salary for such additional year. The Superintendent may waive this requirement in writing. Each year that this agreement remains in effect, the Board may extend this agreement for an additional period of one year without the necessity of an additional writing by motion approved by a majority of the Board of Education recorded in the minutes. If no compensation for the period of the extension is stated in the motion, then it shall be deemed to be the amount provided for the year immediately preceding the extension. The Superintendent may accept the extension of the contract by indicating his or her acceptance in a signed writing, delivered to the Board President prior to July 1, or may propose different terms prior to such date. The terms of the extension agreed upon may be reduced to writing in the form of an addendum and signed by the parties. A motion to extend this agreement, following approval by a majority of the Board, may not be rescinded or reconsidered without the written consent of the Superintendent.

12. 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.

13. 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.

EAST NEWTON R-VI SCHOOL DISTRICT

By: *Mark Knight* 12-20-07
 President, Board of Education date

Attest: *Jane Swartz* 12-20-07
 Secretary date

SUPERINTENDENT

 James West 12/21/07
 date

current yearly contract
increased salary due
to district pay raise. sup

SUPERINTENDENT EMPLOYMENT CONTRACT

It is hereby agreed by and between, Tanya Vest, the Superintendent (hereinafter referred to as the "Superintendent"), and the Board of Education of East Newton School District R-VI, County of Newton, State of Missouri (hereinafter referred to as the "Board"), the employer, that the Superintendent, **Beginning July 1, 2008**, shall serve in the employ of the Board and its successors for a term of **240 days-12 months for an annual compensation of \$98,502** to be paid to the Assistant Superintendent in 12 equal installments on or before the 20th of each month, according to Board regulations, less the contributions required by law and those authorized by the Superintendent Salary may change after budget finalization.

In the event a separation from service occurs before the end of the 12-month payment period, I will be entitled to an additional payment for the amount I have actually earned from the beginning of the 12-month pay period until the date of my separation from service, but which has not yet been paid. This additional payment will be included in my final paycheck. For this purpose, "separation from service" shall have the same meaning as that term is defined in section 1.409A-1(h) of the Treasury Regulations.

This notice is irrevocable for any particular school year, and may not be changed or withdrawn after the beginning of the school year in which I am working. This notice will be effective for the 2008-09 school year and all following school years.

It is agreed that Section 168.133, RSMo requires the Superintendent to submit to a Background Check. Failure to pass the Background Check shall be cause for immediate employment termination.

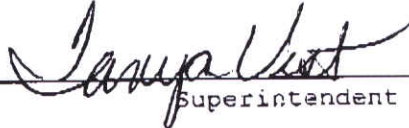
As a condition to employment by the Board, the Superintendent agrees to obtain prior to the first day of service hereunder and to have at all time during the term of this contract a valid certificate of license to teach in the public schools of the State of Missouri.

The Rules and Regulations of the Board dated April 16, 1998 are hereby incorporated by reference into this Agreement as if fully set out herein and both the Superintendent and Board agree to be bound by them.

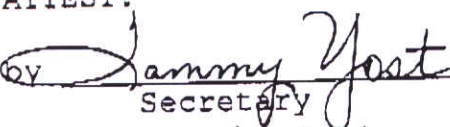
It is hereby mutually agreed by and between the Superintendent and the Board that nothing herein contained shall operate or be construed as a waiver of any of the rights, power, privileges or duties of either party hereto by or under the laws of the State of Missouri.

In witness hereof, the Board 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 above written.


Base pay \$92,502
Additional Amount
*District Travel Expenses \$6000.00
Total \$98,502



Superintendent

ATTEST:


Secretary

EAST NEWTON R-VI BOARD OF EDUCATION


President

Date 6/30/08