

SUPERINTENDENT'S CONTRACT

This contract is entered into this 16th day of June, 2008, between the Board of Education (Board) of the Exeter R-6 School District and Tina R. Nolan (Superintendent).

1. **TERM:** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's school. For a period of the following school years, subject to the provisions of this contract: July 1, 2008 to June 30, 2009.
2. **COMPENSATION:** The salary payable to the Superintendent under this contract for the 08-09 school year shall be \$ 72,000.00, payable on a monthly basis and subject to all legally required and permissible deductions and withholdings.
3. **SUPERINTENDENT'S DUTIES:** The Superintendent shall have responsibility for the administration of the schools of the District at the direction of the Board. The Superintendent shall act as chief executive officer of the District. As such, he/she shall be responsible for the selection, direction and assignment of the teachers and other employees in the manner that 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/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.
4. **CERTIFICATION:** The Superintendent shall at all times during the term of this contract possess a valid certificate enabling him/her to serve as a superintendent of schools in 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.
5. **PROFESSIONAL DEVELOPMENT:** The Superintendent may join professional organizations at the District's expense in an amount not to exceed \$500 annually.
6. **EVALUATION:** The Board shall devote a portion, or all, of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of performance. The Board shall determine the appropriate method of evaluation of the

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

7. **BENEFITS:** In addition to the compensation and other benefits provided for herein, the Superintendent shall be entitled to the following benefits:
 - a. **INSURANCE.** The Superintendent shall be entitled to all of the insurance benefits applicable to certificated employees in accordance with the District's plans for such insurance benefits, including the following:
 - (1) Medical Insurance
 - (2) Dental Insurance
 - (3) Vision Insurance
 - (4) Disability Insurance
 - (5) Life Insurance
 - b. **VACATION:** The Superintendent shall be entitled to 15 days paid vacation during each school year of this contract exclusive of weekends and legal holidays. All vacation must be taken between July 1 and June 30 of the contract period.
 - c. **EXPENSE REIMBURSEMENT:** The Superintendent shall be reimbursed by the District for reasonable and necessary expenses incurred in the performance of his duties. The Superintendent shall submit appropriate substantiation of all business expenses incurred.
8. **TERMINATION-DISABILITY:** In the event of any illness or disability that renders the Superintendent unable to perform one or more of the essential duties required under this contract 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 specifically entitled, the Board may terminate this contract following notice and an opportunity for the Superintendent to be heard as required by law.
9. **TERMINATION-FOR CAUSE:** This contract may be terminated during its term for cause, which shall be defined to include, but shall not be limited to, the following: neglect of duties and responsibilities; poor performance, incompetency, or inefficiency in the line of duty; failure to comply with policies and/or rules and regulations of the Board; failure to comply with directives of the Board; failure to abide by the laws of the State of Missouri; immoral conduct; or material breach of this contract.
10. **TERMINATION-MUTUAL AGREEMENT:** This contract may be terminated by mutual agreement of the parties at any time.
11. **SATISFACTION OF CONTRACT:** The Board may completely discharge its obligations under this contract at any time by paying to the Superintendent all

of the contract salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

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.

BY ORDER OF THE BOARD OF EDUCATION, the Board President and Secretary have affixed their signatures below to confirm that the District, by majority vote of the Board of Education, has approved this contract; and by affixing his/her signature below, the Superintendent has accepted this contract.

EXETER R-6 SCHOOL DISTRICT

By: Melvin P. Lacey 4-16-08
President, Board of Education Date

Attest: Janice Stephens 4-16-08
Secretary, Board of Education Date

SUPERINTENDENT Uma Nelson 4-16-08
Signature Date