

**EMPLOYMENT CONTRACT
BETWEEN
ED DEFENBAUGH
AND THE
GOVERNING BOARD OF THE
FAIRFAX R-3 SCHOOL DISTRICT
OF ATCHISON COUNTY, MISSOURI**

The Employment Contract, made and entered into this first day of July, 2005, by and between the Governing Board of the Fairfax R-3 School District, hereinafter referred to as District, and Ed Defenbaugh hereinafter referred to as Superintendent.

Whereas, District desires to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which District believes generally improves the quality of its overall educational program; 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 schools;

Now, Therefore, District and Superintendent, for the consideration herein specified, agree as follows:

1. Term.

District, in consideration of the promises, herein contained, of Superintendent, hereby employs, and Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2005, and ending June 30, 2006.

2. Professional Certification and Responsibilities of Superintendent

A. Certification. Superintendent shall hold a valid certificate issued by the State Board of Education.

B. Duties. Superintendent shall have charge of the administration of the schools under the direction of the Board and approved board policies. He shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Board; shall select all personnel subject to the approval of the Board, 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 the Superintendent and such other duties as may be prescribed by the Board from time to time. 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 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 all applicable laws and shall notify the board in a timely fashion of its legal duties and obligations.

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 education agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at his discretion. Such activities which require the superintendent to be absent from the school district for more than 2 consecutive full working days shall be reported to the Board for approval. Superintendent may at his option, and with the approval of the Board of Education, continue to draw a salary while engaged in the outside activity as described above. In such cases honoraria paid Superintendent in connection with these activities 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. **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, 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 person 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.

4. Compensation.

The superintendent's salary for the 2005-2006 school year shall be \$67,000.00.

5. Vacation And Other Benefits

A. The Superintendent shall be entitled to **fifteen (15) days paid vacation** during each year of this agreement, exclusive of weekends and legal holidays, during which school is not in session, (to be used during the year with no carry over).

B. Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with District, including but not limited to, illness benefits and leaves, and other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits.

C. District shall pay 100 percent of Superintendent's membership charges to the Missouri Association of School Administrators, Missouri Association of School Business Leaders, MSTA, and NWMSAA, and as approved by District in the annual budget.

6. Automobile Entitlement.

The district shall compensate the Superintendent for the use of his own automobile on District business at thirty cents per mile.

7. Professional Liability.

A. 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, providing the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the school board 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.

B. If in the good faith opinion of Superintendent, conflict exists as regards the defense to such claim between the legal position of Superintendent and the legal position of District, the Superintendent may engage counsel to represent his interests.

- C. District shall not, however, be required to pay any costs of any legal proceedings in the event District and Superintendent have adverse interests in such litigation.

8. Medical Examination

In light of the unique nature of the professional duties of Superintendent of Schools, District shall at its expense, provide to Superintendent:

A medical examination of Superintendent not less than once every two years and no more often than once each year. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The District shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform his duties and such report shall be confidential.

9. Evaluation And Contract Renewal

- A. The Superintendent shall submit to the Board a recommended format for administrator evaluation within ninety (90) days of the effective date of this contract.
- B. The Board of Education shall devote a portion of, or all of one meeting during each contract year, at least 30 days prior to the Board of Education's regular January meeting, to a discussion of the working relationship between the Superintendent and the Board, and concerning the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.
- C. Renewal of the Superintendent's Contract shall be considered and a decision made to offer, or not to offer, an additional contract year at the Board of Education's regular meeting in January during each contract year. The Board of Education may contract with the Superintendent for an additional year(s) under terms agreeable to both parties.
- D. Should the Superintendent want to terminate this contract after June 1, 2005, there will be a penalty of 10% of the total contract salary amount.

10. 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 an additional period of six months. 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. The examination shall be at the expense of District. The physician shall limit his report to the issue of whether Superintendent has a continuing disability which prohibits him from performing his duties.

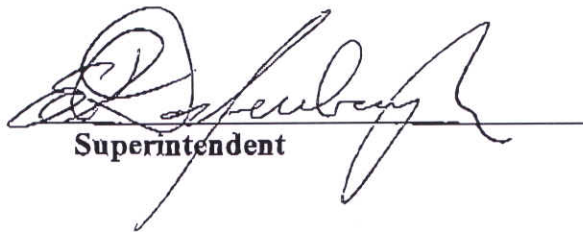
D Discharge for cause.

Discharge for cause shall constitute conduct which is seriously prejudicial to District, including but not limited to, neglect of duty, breach of contract, 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 causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed session. 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 amount shall be due under the contract.

11. Savings Clause.

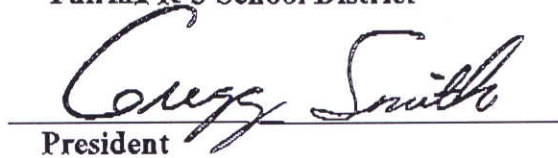
If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

In Witness Whereof, District has caused this Employment Contract to be approved by a duly authorized officer and Superintendent has approved this Employment Contract effective on the day and year specified in paragraph 1, above.

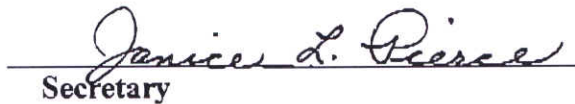


Superintendent

Fairfax R-3 School District



President



Secretary

Fairfax R-3 School List of Salary and Non Salary Benefits for Superintendent of Schools

Contract Year	Contract Amount	Health Insurance	Transportation Re-Imbursement
2005-06	\$67,000	\$343.82/mo	\$.30/mile for use of personal vehicle used for school business
2006-07	\$67,000	\$304.75/mo	\$.30/mile for use of personal vehicle used for school business
2007-08	\$68,675	\$341.32/mo	\$.30/mile for use of personal vehicle used for school business
2008-09	\$72,150	\$344.77/mo	\$.30/mile for use of personal vehicle used for school business

In addition to the above, the board pays superintendent's dues to the Missouri Association of School Administrators, (\$343) and the dues for NAMI Association of School Administrators, (\$99).