

# EMPLOYMENT CONTRACT BETWEEN

COPY

## W. L. SANDERS AND THE GOVERNING BOARD OF THE R-7 SCHOOL DISTRICT OF FARMINGTON, MO

This Employment Contract, made and entered into this 18<sup>TH</sup> day of December, 2002, by and between the Governing Board of the Farmington R-7 School District, hereinafter referred to as DISTRICT, and W. L. Sanders, 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, 2003, 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. 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.

## 1. 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 or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the 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.

## 1. COMPENSATION

The SUPERINTENDENT'S base salary for:

- 2003-2004 school year will be \$101,777 or a salary determined by means of the existing formula for determining administrators' salaries using a factor of 2.095, whichever is greater.
- 2004-2005 school year will be determined by means of the existing formula for determining administrators' salaries using a factor of 2.095.
- 2005-2006 school year will be determined by means of the existing formula for determining administrators' salaries using a factor of 2.095.

## 1. VACATION AND OTHER BENEFITS

- A. The SUPERINTENDENT shall receive fifteen (15) days vacation per year during the length of this contract. The SUPERINTENDENT will be entitled to accumulate vacation not to exceed ninety (90) days. The SUPERINTENDENT will be reimbursed for any unused vacation days.
- B. DISTRICT shall pay 100 percent of SUPERINTENDENT'S membership charges to professional organizations related to the superintendency and those required by the Board.
- C. The SUPERINTENDENT shall be paid \$500 per month automobile allowance. The SUPERINTENDENT shall be reimbursed by the Board for meals, lodging, and other necessary expenses incurred in the performance of duties.
- D. The SUPERINTENDENT shall receive family health insurance coverage and any other personal benefits accorded to other professional employees of the DISTRICT. Any improvements in fringe benefits provided to other professional employees will automatically apply to the SUPERINTENDENT.
- E. SUPERINTENDENT does hereby agree to have an annual comprehensive medical examination and the cost of said medical examination shall be paid by the DISTRICT. The SUPERINTENDENT'S physician will determine the scope of this medical examination.
- F. In order for the SUPERINTENDENT to relocate to assume duties beginning with the 2003-2004 school year, reasonable moving expenses will be reimbursed by the school district. Reasonable moving expenses must be verified with receipts or other

documentation. Any limit placed upon the amount of moving expenses will be negotiated between the SUPERINTENDENT and the BOARD OF EDUCATION.

## 1. 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, provided 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.

## 1. 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 continuous period of six (6) 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. **EVALUATION AND RENEWAL** - That the Board of Education shall devote a portion or all of one meeting, at least annually, 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 on-going basis.
- E. Renewal of the SUPERINTENDENT'S Contract shall be considered and a decision made to offer or not to offer an additional Contract at the Board of Education's regular meeting in January each year. The Board of Education may contract with the SUPERINTENDENT for an additional year(s) under terms agreeable to both parties.

F. 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 amounts shall be due under the contract.

In the event that the Board terminates the contract under clause F, the requirement of the hearing before the Board shall not apply.

G. The DISTRICT may completely discharge its obligations under this agreement at any time by paying to the SUPERINTENDENT the present value of all salary to which the SUPERINTENDENT would be entitled under the remainder of the contract term. Present value shall be fixed by using the highest Certificate of Deposit rate available at the school's bank for the amount to be paid. The Board's accountant shall calculate the present value.


H. The SUPERINTENDENT may request to be released from this agreement, and the Board may grant such request upon the hiring of a suitable replacement Superintendent as determined by the Board.

**1. 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**

  
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W. L. Sanders

**FARMINGTON R-7 BOARD OF EDUCATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

This Employment Contract was approved by vote of the Board of Education in closed session at a public meeting duly held on December 17, 2002, and has been made a part of the minutes for that meeting.