

**CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS  
FAYETTE SCHOOL DISTRICT R-III**

This agreement is entered this 5th day of April, 2007 between the Board of Education of the Fayette School District R-III (hereinafter "Board" or "District") and Dr. Russell Brock (hereinafter "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 3 (three) years from July 1, 2007 through June 30, 2010, subject to the provisions of this agreement reviewed annually.

**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 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 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. PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, and attend meetings and programs sponsored by such organizations at District expense. The Superintendent may become a member of such other organizations as he may deem appropriate at District expense if approved by the Board. If the Superintendent attends the national meeting of AASA, the District will reimburse the Superintendent for the reasonable and necessary expenses of attending such meeting.

**4. COMPENSATION.** The salary payable to the Superintendent under this agreement for the 2007-2008 school year shall be Ninety Thousand (\$90,000). The salary payable to the Superintendent under this agreement for the 2008-2009 and the 2009-2010 school years may be increased by the board, but shall not be less than that of the 2007-2008 school year plus the average percent teachers raise, if any, for the 2008-2009 and 2009-2010 school years. Salary shall be payable in equal installments on a monthly basis and subject to all deductions required by law.

5. **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 performance under the applicable guidelines for performance based on evaluation available through the Department of Elementary and Secondary Education, or under another evaluation method agreed upon by the Superintendent and the Board.

6. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certificated employees, except that the following benefits shall be applicable to the Superintendent:

- (1) **VACATION.** The Superintendent shall be entitled to fifteen (15) days-paid vacation during this agreement, exclusive of any school holidays. Accumulated unused vacation days shall be paid to the Superintendent upon termination of the employment relationship on a per diem basis at a maximum of twenty (20) days.
- (2) **SICK LEAVE.** The Superintendent shall be entitled to twelve (12) days-paid sick leave per contract year. Upon termination of the employment relationship, unused accumulated sick leave shall be payable as authorized by board policy for teachers.
- (3) **PERSONAL LEAVE.** The Superintendent shall be entitled to four (4) personal leave days. All unused personal leave will revert to unused vacation days.
- (4) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for professional expenses. Reimbursement shall be four thousand dollars (\$4,000) per contracted year paid in (12) twelve monthly installments.
- (5) **LIFE AND HEALTH INSURANCE BENEFITS.** The superintendent and spouse will receive the same health and life insurance benefits as other eligible employees in the district.
- (6) **TAX DEFERRED ANNUITY.** The district agrees to deduct from the Superintendent's salary an appropriated amount as determined by the Superintendent in accordance with applicable law for deposit into an eligible tax deferred annuity of custodial account.

7. **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 paid sick leave days or other paid leave days to which the Superintendent is entitled, and an additional period of unpaid leave so that the total period of absence from duties is six months, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard, after which all obligations of the parties under this agreement will cease. The parties agree that the Superintendent is a "key employee" and that it would impose an "undue hardship" on the district to hold the position open for more than six months. Notwithstanding any provision of this paragraph, if at any time it appears that the Superintendent will not be able to perform the essential functions of the position,

with or without reasonable accommodation at any time in the future, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard, after which all obligations of the parties under this agreement will cease except for the payment of any accumulated sick leave or other paid leave to which the Superintendent may be entitled.

**8. TERMINATION – FOR CAUSE.** This contract may be terminated during its term, 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. Prior to termination based upon inadequate performance of administrative duties (excluding willful insubordination, immoral conduct, criminal acts, or similar causes) the Superintendent shall be given written notice of performance concerns 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.

**9. 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.

**10. RETIREMENT.** The Superintendent may, by giving a minimum of ninety days written notice to the Board prior to the end of the 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 accepts employment as a school administrator in another district for a period 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.

**11. RESIDENCY REQUIREMENT.** The Superintendent shall be a resident of the Fayette School District R-III.

**12. CONTRACT EXTENSION.** By February 1<sup>st</sup> 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.

Each year 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 and recorded in the minutes. The Superintendent may accept the extension of the contract by indicating his acceptance in a signed writing, delivered to the Board or Board President prior to July 1<sup>st</sup> next following the motion to extend the contract, or may proposed different terms prior to such date.

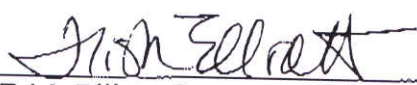
**13. SEVERABILITY.** It is determined at any time that any provision of this contract is illegal or unenforceable, the remaining terms shall not be affected.

**14. 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.

FAYETTE SCHOOL DISTRICT R-III

By:  4-5-07  
Dr. Paul Schoephoerster, President Board of Education 5 April 2007

Attest:  4-5-07  
Mrs. Trish Elliott, Secretary of the Board 5 April 2007

SUPERINTENDENT

 6-1-07  
Dr. Russell Brock ~~5 April 2007~~  
1 June 2007