

SUPERINTENDENT'S CONTRACT

This Contract is made this 17th day of March, 2006, between the Board of Education for the Festus R-6 School District and Dr. Randy Sheriff ("Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's schools, subject to the provisions of this Contract, for a period of three (3) school years, commencing July 1, 2006, and ending June 30, 2009.
2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall be responsible 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. The Superintendent shall administer, enforce, and comply with the policies, rules, regulations and procedures of the District, as they currently exist or shall hereafter be amended, and with state and federal law. The Superintendent shall recommend necessary additions or changes to District policies, regulations, and procedures, and shall perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board. The policies and regulations of the District, as they currently exist or hereafter may be amended are made part of this Contract.
3. **CERTIFICATION.** The Superintendent shall at all times during the term of this contract possess a valid certificate enabling him to serve as a superintendent of schools in the State of Missouri. The Superintendent will maintain such certification while he serves as Superintendent of Schools. Failure to maintain such certification shall render this Contract void and of no effect, as of the date that such certification expires, is suspended or revoked, or otherwise ceases to be in full force and effect. In addition, the Superintendent understands that employment by the Board is contingent upon maintenance of satisfactory criminal and child abuse/neglect records report. In accordance with Missouri law, such background checks include a complete fingerprint criminal records check. A report that in the judgment of the Board is unsatisfactory shall constitute good cause for termination of this contract. The Superintendent shall also immediately notify the Board of any arrests, charges, pleas, convictions and/or sentences that occur after the dates of the foregoing criminal and child abuse/neglect record checks.
4. **COMPENSATION.** The annual salary payable to the Superintendent shall be as follows:
 - a. Superintendent shall receive a total annual salary for the 2006-2007 school year (July 1, 2006 through June 30, 2007) in the amount of One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000), to be paid monthly in twelve equal installments, or as otherwise provided by Board of Education policy.
 - b. Superintendent shall receive a total annual salary for the 2007-2008 school year (July 1, 2007 through June 30, 2008) in the amount of One Hundred Thirty-Five

Thousand and 00/100 Dollars (\$135,000), to be paid monthly in twelve equal installments, or as otherwise provided by Board of Education policy.

- c. Superintendent's salary for 2008-2009 school year (July 1, 2008 through June 30, 2009) in the amount of One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000), to be paid monthly in twelve equal installments, or as otherwise provided by Board of Education policy. The exact amount of any increase after the first year shall be based upon the Superintendent's performance and the District's financial condition, as determined by the Board of Education, in its judgment and at its sole discretion. (Reference Item 11.)

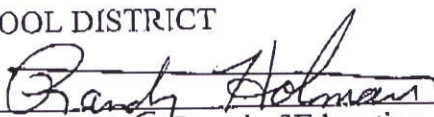
5. **DEFENSE AND INDEMNIFICATION.** The Board of Education shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, and/or in his official capacity as agent and employee of the Board, provided that the incident arose while the Superintendent was acting within the course and scope of the Superintendent's employment. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
6. **EVALUATION.** The Board – or at the discretion of the Board, a representative or committee of the Board – shall devote a portion, or all, of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his performance. The Board shall determine the appropriate method for 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 herein, the Superintendent shall be entitled to the benefits provided on the Rider attached hereto as Exhibit A and incorporated by reference, as if fully set forth herein.
8. **DISABILITY – TEMPORARY.** In the event the Superintendent is temporarily unable to perform his duties due to accident, illness, disability, or other incapacity, the compensation of the Superintendent shall cease upon the exhaustion of all accumulated sick and other paid leave to which the Superintendent may be entitled under Board policy. The Superintendent's compensation shall be reinstated once the Superintendent has returned to his employment and has undertaken the full discharge of his duties. The District shall continue to pay Superintendent's health and dental insurance, during Superintendent's temporary disability, including any period for which compensation has ceased.

9. **TERMINATION - DISABILITY.** In the event of any illness, accident, disability, or other incapacity that renders the Superintendent permanently 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 paid sick leave days or other leave days to which the Superintendent is entitled by Board policy, the Board may terminate this Contract following notice and an opportunity for the Superintendent to be heard as required by law.
10. **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: (i) neglect of duties and responsibilities; (ii) poor performance, incompetence, or inefficiency in the line of duty; (iii) failure to comply with policies and/or rules and regulations of the Board; (iv) failure to comply with directives of the Board; (v) failure to abide by federal law and/or the laws of the State of Missouri; (vi) immoral conduct; (vii) material breach of this contract; or (viii) any other good or just cause, as defined by Missouri law. Prior to discharge, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board as required by law. If the Superintendent chooses to be represented by legal counsel at such hearing, he shall bear any costs attendant to such representation. Such hearing shall be conducted in closed, executive session unless otherwise provided by mutual agreement of the parties or otherwise required by law.
11. **TERMINATION - MUTUAL AGREEMENT.** This contract may be terminated by mutual agreement of the parties at any time.
12. **OTHER WORK.** The Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations, so long as such other work does not, in the Board's opinion, interfere in a material and/or substantial way with the Superintendent's obligations set forth in this contract.
13. **CONTRACT EXTENSION.** Prior to the end of each school year that this contract remains in effect, the Board may, upon request of the Superintendent, determine and notify the Superintendent whether it intends to extend this contract for an additional school year after the end of the then-current term. The Superintendent may make such request at any time after January 1 of the school year. After the Board's determination of the Superintendent's salary for the next school year, the terms of the extension shall be approved and reduced to writing by revision of this Contract.
14. **GOVERNING LAW.** The provisions of this Contract will be governed by the laws of the State of Missouri.
15. **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.

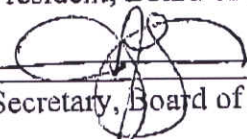
16. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Superintendent and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Contract must be in writing and signed by the parties.

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 whole Board of Education, has approved this contract; and by affixing his signature below, the Superintendent has accepted this contract.

SCHOOL DISTRICT

By: 
President, Board of Education

4-10-2006
Date

Attest: 
Secretary, Board of Education

4-10-2006
Date

SUPERINTENDENT


~~Date~~

03-24-2006
Date

EXHIBIT A**RIDER – OTHER BENEFITS**

In addition to the benefits specifically set forth in the Superintendent's Contract and identified below, the Superintendent shall be entitled to all other benefits accorded to other twelve-month employees of the District, including but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement programs.

Superintendent shall also be entitled to the following:

1. **INSURANCE** and other benefits as provided other certificated employees of the school district.
2. **VACATION** - The Superintendent shall be entitled to twenty (20) workdays of paid vacation during each school year of this contract, exclusive of weekends and legal holidays. Vacation days shall be cumulative, provided, however that vacation not taken within two years of the date earned will be forfeited.
3. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of professional and educational organizations at District expense, if approved in advance by the Board. The Superintendent may attend and participate in educational programs offered by such organizations, also at District expense, if such participation is approved, in advance, by the Board of Education.
4. **PROFESSIONAL DUES** - Payment of MASA, AASA, and Chamber of Commerce dues.
5. **DISTRICT AUTOMOBILE** for travel related to school business.
6. **REIMBURSEMENT** for expenses related to school business and moving expenses incurred in move from Kahoka, Missouri to Festus, Missouri, as approved by the Festus R-6 Board of Education.