

EMPLOYMENT CONTRACT

THIS CONTRACT, made and entered into this 15th day of January, 2007, by and between the Board of Education of Gasconade County R-2 School District, State of Missouri, hereinafter referred to as the Board, and **DR. SALLY KNIGHT**, hereinafter referred to as the EMPLOYEE; Witnesseth:

WHEREAS, the BOARD desires to employ the services of EMPLOYEE as its Superintendent of Schools, with the aforesaid Superintendent to perform such duties as are currently required of a Superintendent of Schools and imposed by law, for a period of three (3) years commencing July 1, 2007; and

WHEREAS, it is now the desire of both parties to extend and expand the content of the aforesaid Employment Contract and to set forth in written form the details concerning the subject contract for employment.

NOW, THEREFORE, in consideration of services to be performed by EMPLOYEE for the BOARD and compensation to be paid by BOARD to EMPLOYEE, and in further consideration of the mutual covenants and agreements of the parties set forth hereinafter, it is agreed by and between the parties hereafter as follows:

1. **CONSIDERATION**: BOARD shall compensate EMPLOYEE for services as set forth in this Contract and required of EMPLOYEE in connection with her position as Superintendent of Schools of School District Gasconade R-2, a base salary of **\$115,940.00**, which will not be less than two hundred five percent (220%) of the "Doctorate" column, step **31** of the "Teachers 2007-2008 Salary Schedule" to be paid in 12 equal monthly installments of **\$9661.67**, according with the policy of the Board of Education, less the contributions required by law. The BOARD retains the right to adjust upward the annual salary of EMPLOYEE for the balance of the term of fiscal years ending June 30, 2008, 2009, and 2010, respectively, and to adjust such salary upward in accordance with its sole discretion and in further accordance with the rules of the Board of Education governing payment of other professional staff members in the school district. Any adjustment in the aforesaid salary amount shall, under no circumstance, be construed as an extension of this Contract beyond the three year term expiring June 30, 2010, nor shall it be construed as a new contract or in any way affecting the term of this Contract. At such time as any salary adjustment has been accepted by each of the undersigned parties, a formal written amendment shall be executed by each of the parties to become a part of this contract. Under no circumstances shall the Superintendent's upward adjustment be a less percentage increase than that received by other certificated employees at the top of the schedule.

2. **TERM** : The term of this Contract shall commence on July 1, 2007, and terminate June 30, 2010. If the BOARD does not notify the Superintendent in writing before February 15 of each year that this employment Contract will not be renewed, it shall be deemed that the BOARD has renewed this employment Contract for one year extending from the termination date set forth in this paragraph.

3. **TERMINATION - FOR CAUSE**: This contract may be terminated, 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. Except in the case of alleged immoral conduct or criminal acts, the Superintendent shall be given written notice of causes 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. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.

4. **RESPONSIBILITIES**: Effective the date of this Contract, EMPLOYEE warrants that she holds a valid employee's certificate as defined by the appropriate provisions of the Missouri School Law authorizing EMPLOYEE to accept employment as a Superintendent of Schools for a school district located within the State of Missouri. EMPLOYEE shall cause to be deposited with the records of the BOARD a certified copy of said certificate and any renewals thereof, at all pertinent times during the term of this Contract. EMPLOYEE shall, throughout the term of this Contract, be the chief executive officer of the school district in charge of all those certain administrative, educational and financial matters which shall pertain to the public schools owned or operated by the school district and shall, by necessity, involve the EMPLOYEE'S complete devotion of time, skill, labor and attention to said employment provided, however, that the Board of Education may limit the scope of responsibility of the EMPLOYEE from time to time by specific resolution and delegations or appointment. EMPLOYEE shall have the authority to appoint, assign, promote, demote, or suspend any or all certificated or non-certificated employees of school district in such manner as provided by law subject to the prior approval of the Board of Education and she shall furthermore perform all such acts and duties of responsibility as may be specifically delegated to her by the Board of Education.

5. **EVALUATION**: The parties hereto acknowledge and agree that the evaluation of the EMPLOYEE in her performance as the chief administrative officer of the school district is a constant process designed to improve the overall administration of the district and the performance of the EMPLOYEE. In relation to such evaluation, the members of the Board of Education shall consider reports, comments, recommendations, complaints, observations and criticism from Board members, students, teachers, administrators and residents of the school district, whether the same be directly or indirectly related to the school district as an educational institution or to the performance of the Superintendent, or both. This evaluation process shall proceed in accordance with the following general schedule for each fiscal year that this Contract, including any extension or renewal hereof, is in effect:

(a) Informal discussion/evaluation to occur at the discretion of the Board of Education for the purpose of rapport, to identify problems, and to correct and offer constructive suggestions.

(b) A formal evaluation, including at least one conference with the entire Board of Education, or a committee thereof, during January in each year. The purpose of this conference or conferences is to establish rapport, to commend, to help orient, to identify problems, to direct and to offer constructive suggestions.

6. **ADDITIONAL BENEFITS:** EMPLOYEE shall receive, in addition to the compensation provided for hereinabove, the following additional benefits fully paid by BOARD.

(a) The BOARD shall provide health insurance coverage, together with other fringe benefits and related benefits provided other Administrative Personnel.

(b) A term life insurance policy purchased by the BOARD insuring the life of EMPLOYEE in an amount equal to her annual compensation (rounded to the nearest \$1000.) together with accidental death and dismemberment insurance in an equal amount, which policy(s) shall show the BOARD as the owner thereof with the beneficiaries thereof to be as designated from time to time by EMPLOYEE.

(c) The Board shall pay all reasonable and necessary travel and subsistence expenses incurred by said Superintendent in attending professional meetings or such other meetings as are necessary for conducting the affairs of his office.

(d) Four weeks (20 work days) of paid vacation for each fiscal year during the term of this Contract.

(e) The BOARD shall grant fifty (50) days of sick leave to the EMPLOYEE on July 15, 2003, but such sick leave shall not increase until an annual accumulation of days as granted per year to other twelve (12) month certificated employees exceeds fifty (50). Sick leave shall be interpreted to mean personal illness, sickness at home, or serious illness or death in the immediate family or household of EMPLOYEE. BOARD may require a physician's certificate as a basis for the pay to EMPLOYEE during leave after an absence of three days or more for personal illness, or as BOARD may deem necessary in other cases. EMPLOYEE waives any right which she may have to accumulate sick leave in respect to his employment with any other school district or public employee. Unused accumulated sick leave existing as of the end of the term of employment shall be in accordance with the policy of the Board of Education as set forth in the Certified Employee Leave and Absence Policy.

(f) EMPLOYEE shall be entitled to two (2) days of personal business leave per Contract year. Personal business leave shall be allowed to accumulate to three (3) days. Personal leave days are included and are part of the total sick leave days granted. Any unused personal business leave in excess of three (3) days will accumulate as sick leave days. The use of personal business leave shall be in accordance with Board of Education Policy.

(g) The BOARD shall pay dues to all professional organizations that the Superintendent elects to join that she feels are necessary for conducting the affairs of his office.

(h) The BOARD shall pay dues to local service organizations that the Superintendent elects to join which will enhance school/community relations.

7. **REFERRALS TO SUPERINTENDENT**: The BOARD collectively and individually shall refer promptly all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation.

8. **PROFESSIONAL ACTIVITIES**: Superintendent shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Within budget constraints, such costs of attendance shall be paid by the Board.

9. **BREACH OF CONTRACT**: Failure of EMPLOYEE to fulfill the obligations set forth in this Contract shall be considered to be a violation of the Administrators Code of Ethics and may be reported by the BOARD to appropriate state and national associations of school administrators and state educational authorities. Such breach may also constitute cause for discharge/dismissal of the EMPLOYEE or non-renewal of this Contract, if, in the opinion of the Board of Education, such action would be in the best interests of the school district.


10. **OTHER EMPLOYMENT**: EMPLOYEE agrees not to undertake any additional consultation, speaking engagements, writings, lectures, or other professional duties or responsibilities without first obtaining the express written consent of the Board of Education.

11. **HOLD HARMLESS**: The BOARD agrees, as a further condition of this employment Contract, that it shall defend, hold harmless, and indemnify the EMPLOYEE from any and all demands, claims, suits, actions and legal proceedings brought against EMPLOYEE in his individual capacity, as agent and employee of the BOARD, provided the incident arose while the EMPLOYEE was acting in good faith within the scope of his employment.

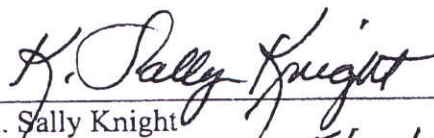
IN WITNESS WHEREOF, the BOARD has caused this Contract to be executed by its President and Secretary pursuant to resolution duly adopted as provided by law, and EMPLOYEE has executed this Contract, all on the day and year first above written.

GASCONADE COUNTY R-2 SCHOOLS

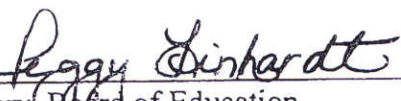
By:



President, Board of Education



K. Sally Knight
EMPLOYEE
5/22/07

Attest: 

Secretary, Board of Education