

**CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
SCHOOL DISTRICT OF GIDEON NO. 37**

This agreement is entered this 9th day of January, 2003 between David F. Hollingshead, a legally qualified public school teacher, of the first part, and the Board of Education of the School District of Gideon No. 37, County of New Madrid, State of Missouri, of the second part.

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 of three years from July 1, 2003 through June 30, 2006, subject to the provisions of this agreement.

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 or her 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 and the Missouri Association of School Administrators, at District expense, and may attend educational programs offered through 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. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within amounts budgeted for such purposes if, in his discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include amounts necessary for purposes of this paragraph.

4. COMPENSATION. The salary payable to the Superintendent under this agreement for each school year of this contract shall be an amount equal to the salary established for the prior year, plus an additional amount determined by multiplying such prior year's salary by the total annual percentage increase for a teacher with a master's degree and five years of experience (subject to a minimum three percent annual increase), rounded to the nearest one-hundred dollars. The total annual percentage increase shall be calculated by taking the increase in the base plus the annual

step increase for an additional year of service in the master's degree column and dividing the total by the current year's salary for a teacher with a master's degree and five years of experience.

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 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, and in addition shall be entitled to the following benefits:

VACATION. The Superintendent shall be entitled to thirty (30) days paid vacation during each year of this agreement, exclusive of weekends, school holidays, and legal holidays. On an annual basis, up to ten (10) days of unused vacation may be returned to the district with the Superintendent being paid for those days at the per diem rate of 1/250 multiplied by the annual salary then payable to the Superintendent. Accumulated vacation days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the per diem rate of 1/250 multiplied by the annual salary then payable to the Superintendent.

EXPENSE REIMBURSEMENT. The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his duties including reasonable reimbursement for maintaining a cellular telephone.

TRANSPORTATION EXPENSE. The District shall provide the Superintendent with transportation required in the performance of his official duties during his employment under this contract at the mileage rate specified by the Board of Education. Mileage shall be paid for all job-related travel.

DEFENSE AND INDEMNIFICATION. The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

PSRS EMPLOYEE CONTRIBUTION. On a monthly basis, the District shall pay the full amount of the Superintendent's portion of the required PSRS contribution.

HEALTH INSURANCE—DEPENDENT COVERAGE. The Board shall, at the option of the Superintendent, pay for the cost of participation of the Superintendent's eligible dependents in any plan of group health insurance provided by the District.

DEFERRED COMPENSATION—In order to encourage longevity of service, the Board will provide deferred compensation to the Superintendent by making contributions to an allowable plan selected by the Superintendent. The monthly deferred compensation shall be determined by taking the base monthly deferred contribution for the 2002-2003 school year and increasing the monthly contribution by \$50 for each year this contract and appropriate addendums are in effect.

7. 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 interfere in a material and substantial way with the Superintendent's obligations set forth in this agreement.

8. 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 sick leave days or other regular leave days to which the Superintendent is entitled, which period of leave shall be paid, and an additional period of paid leave if necessary so that the total period of paid leave terminates effective with the payment of benefits under any policy of disability insurance provided under this agreement, or six months from the date that such illness or disability caused the Superintendent to become unable to perform duties under this agreement, whichever period is shorter, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

9. 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 cases 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. 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.

10. 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 and commensurate benefits to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

11. CONTRACT EXTENSIONS. By February 1 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 or other benefits for such additional year. The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties.

12. 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.

13. 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. Signatures indicate that this contract supercedes and cancels all previous contract addendums covering said period.

GIDEON SCHOOL DISTRICT NO. 37

By:  1-9-03
President, Board of Education Date

Attest:  1-9-03
Secretary Date

SUPERINTENDENT

David F. Hollingshead 1-9-03
Date

**ADDENDUM EXTENDING CONTRACT OF EMPLOYMENT
SCHOOL DISTRICT OF GIDEON NO. 37**

This Addendum is entered into this 14th day of February, 2008 between the Board of Education of the School District of Gideon No. 37 and David F. Hollingshead for the purpose of extending the contract previously entered into between the parties dated January 9, 2003.

The parties hereby agree that the terms of the original agreement dated January 9, 2003, shall be extended for an additional school year, commencing on July 1, 2009 and extending through June 30, 2011. Deferred compensation shall continue as described in the above referenced agreement unless amended by agreement of both parties prior to the start of the period covered by this addendum. Salary for such period shall be determined as described in section four (4) of the above named agreement. The superintendent may elect in any year to have any reimbursed expenses (including deferred compensation) designated as salary for retirement purposes. This designation would be revokable in any future year at the discretion of the superintendent. Internet connectivity shall be considered a reimbursable expense. If market conditions dictate, salary may be modified prior to the start of the period covered by this addendum by agreement of both parties.

BY ORDER OF THE BOARD OF EDUCATION, the District has approved this addendum to extend the original agreement by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by his signature.

GIDEON SCHOOL DISTRICT

By: *Bob Briggs*
President, Board of Education

2/14/08
Date

Attest: *Kevin Buchanan*
Secretary

2/14/08
Date

SUPERINTENDENT

David F. Hollingshead
Superintendent

4/9/08
Date