

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 6th day of February, 2003 by and between **Thomas C. Baugh** ("Superintendent") and the **Board of Education of the Hallsville R-IV School District** ("Board" or "District"). The Board hereby employs **Thomas C. Baugh** as Superintendent of Schools of the District from July 1, 2003, through June 30, 2004. Both parties agree that Superintendent shall perform the duties of Superintendent of Schools in and for the public schools of the District, as prescribed by the laws of the State of Missouri, and by the policies, rules and regulations made thereunder by the Board.

WITNESSETH:

1. That the Superintendent agrees to perform faithfully the duties and obligations of Superintendent of Schools required by the laws of the State of Missouri and the policies, rules and regulations of the Board, which are existing or which may hereafter be created by the Board, and to serve as Executive Officer of the Board of Education, for a salary of seventy-eight thousand dollars (\$78,000), less all applicable deductions, which shall be payable in accordance with Board rules and regulations.
2. The Superintendent agrees to devote his full time, skill, labor and attention to his employment during the term of this Contract, and will not engage in any pursuit which interferes with the proper discharge of his/her duties. Subject to the foregoing, the Superintendent will be permitted to make presentations at educational conferences and to teach at local colleges and universities, with prior notice and consent of the Board.
3. That the Superintendent shall receive the individual insurance coverage afforded to other professional employees of the District 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.
4. That the Superintendent shall join national and state professional organizations related to the Superintendency and those required by the Board. The Board shall pay the costs of such memberships and expenses in an amount not to exceed \$1,500 annually.
5. That the Superintendent does hereby agree to have a comprehensive medical examination each school year; that a statement certifying the physical competency of the Superintendent shall be filed with the Secretary of the Board of Education and treated as confidential information by the Board; and that the cost of said medical examination shall be paid by the Board.
6. That the Superintendent shall receive twenty (20) days of vacation annually, exclusive of legal holidays. Such vacation shall be taken by June 30, 2004. The Superintendent shall be entitled to sick and/or personal leave as provided by Board policy.
7. That 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/her individual capacity, or in his/her official capacity as agent and employee of the Board of Education, provided that the incident arose while the Superintendent was acting within the course and scope of the Superintendent's employment.

8. That the Superintendent will maintain a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri while he serves as Superintendent of Schools. In addition, the Superintendent understands that employment by the Board is contingent upon a satisfactory criminal and child abuse/neglect record check. A report which in the judgment of the Board is unsatisfactory shall render this Contract null and void. The superintendent shall also report to the Board any arrests, charges, pleas, convictions and/or sentences that occur after the dates of the foregoing criminal and child abuse/neglect record checks.
9. That the Board may discharge the Superintendent for cause during the term of the contract in accordance with Missouri law. Cause shall include, but shall not be limited to, the following: (i) neglect of duties and responsibilities; (ii) poor performance, incompetency, or inefficiency in the line of duty; (iii) failure to comply with policies and rules and regulations of the Board; (iv) failure to comply with reasonable written directives of the Board; (v) failure to abide by the laws of the State of Missouri; (vi) immoral conduct; or (vii) material breach of this Contract. Prior to discharge, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board. 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 specifically prohibited by Missouri law. The Superintendent shall be provided a written decision describing the results of the hearing.
10. That should the Superintendent be unable to perform any or all of his/her duties by reason of illness, accident or other cause beyond his/her control, and said disability exists for a period of more than sixty (60) consecutive days during any school year, the Board may, at its discretion, make a proportionate deduction from the salary stipulated, and if such disability continues for more than ninety (90) consecutive days, or if said disability is permanent, irreparable, or of such a nature as to make the performance of his/her duties impossible, the Board may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations hereof shall terminate.
11. That the Board shall devote a portion of, or all of, one meeting during this contract period 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 ongoing basis.
12. If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under or violative of federal or state law, the remainder of the Contract shall remain in force and effect.

AGREED TO:


SUPERINTENDENT

Dated: 2/11/03

BOARD OF EDUCATION OF THE HALLSVILLE R-IV SCHOOL DISTRICT


PRESIDENT

Dated: 3-11-03


SECRETARY

Dated: 3-11-03