

## HICKMAN MILLS C-1 SCHOOL DISTRICT SUPERINTENDENT'S CONTRACT

This Agreement, made this 17<sup>th</sup> day of April, 2008, by and between the Hickman Mills C-1 School District (hereinafter "District") by and through its Board of Education (hereinafter "Board"), and Marjorie Williams, Ed.D., a legally qualified public school teacher and school administrator (hereinafter "Superintendent").

The District and the Superintendent, for the consideration hereinafter named, agree as follows:

### 1. **TERM**

The District hereby employs the Superintendent to perform such administrative duties as specified by the District, and Superintendent hereby accepts employment as Superintendent for a term of twenty-four months commencing on the 1<sup>st</sup> day of July, 2008 and ending on the 30<sup>th</sup> day of June, 2011.

### 2. **PROFESSIONAL CERTIFICATION**

Superintendent shall maintain in full force and effect thereafter throughout the term hereof, valid Missouri Teacher and Superintendent certificates. This contract shall terminate automatically upon the failure of the Superintendent to keep said certificates in full force and effect.

### 3. **DUTIES**

The Superintendent shall have charge of the administration of schools under the direction of the Board and shall have such duties as are set forth herein and in the Policies of the Board of Education. She shall be the Chief Executive Officer of the District; shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Board; shall select all personnel subject to

the approval of the Board; shall from time to time suggest policies and procedures deemed necessary for the efficient and lawful operation of the School District; shall perform her duties in accordance with the laws of the state of Missouri and the Policies of the Board of Education; and shall in general perform all duties incident to the office of Superintendent and such other duties as may assigned by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study, recommendation and disposition.

**4. OUTSIDE ACTIVITIES**

Superintendent shall, except as permitted below, devote her time, attention and energy to the business of the school district. The Superintendent may, without prior board approval, and using vacation time, engage in activities such as serving as a consultant to other districts or educational agencies, lecturing, teaching, writing, speaking engagements, and other activities that produce income. Superintendent may retain all income generated by such outside activities. The Superintendent shall not use District resources or personnel in the furtherance of these activities.

**5. PROFESSIONAL ACTIVITIES**

The Board encourages the continuing professional growth of the Superintendent, through her participation in:

- a. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- b. Seminars and courses offered by public or private educational institutions;
- c. Informational meetings with other persons whose particular skills or background would serve to improve the capacity of Superintendent to perform her professional responsibilities to the District.

The Board shall permit a reasonable amount of release time for the Superintendent as the

Board deems appropriate, to attend such matters and shall pay for the necessary fees for travel and subsistence expenses, as approved by the Board in its annual budget.

**6. COMPENSATION**

- a. July 1, 2008 through June 30, 2009.

The District shall pay Superintendent a base annual salary of \$187,900.00.

The annual base salary less Twenty Thousand Dollars (\$20,000.00) shall be paid in equal semi-monthly installments less all deductions required by law or authorized by the Policies of the Board of Education and the Superintendent. Twenty Thousand Dollars (\$20,000.00) of the base salary shall be paid in a lump sum on July 1, 2007.

- b. July 1, 2009 through June 30, 2010:

The District shall pay Superintendent a base annual salary equal to the base salary in the 2007/08 school year. The base annual salary may be increased in the sole discretion of the Board of Education by up to ten percent. In no event shall Superintendent's base salary be less than \$180,000.00. The Superintendent shall be entitled to mileage reimbursement for travel outside of the Kansas City metropolitan area at the approved reimbursement rate. The annual base salary less Twenty Thousand Dollars (\$20,000.00) shall be paid in equal semi-monthly installments less all deductions required by law or authorized by the Policies of the Board of Education and the superintendent. Twenty Thousand Dollars (\$20,000.00) of the base salary shall be paid in a lump sum on July 1, 2008.

- c. July 1, 2010 through June 30, 2011:

The District shall pay Superintendent a base annual salary equal to the

base salary in the 2008/09 school year. The base annual salary may be increased in the sole discretion of the Board of Education by up to ten percent. The Superintendent shall be entitled to mileage reimbursement for travel outside of the Kansas City metropolitan area at the approved reimbursement rate. The annual base salary less Twenty Thousand Dollars (\$20,000.00) shall be paid in equal semi-monthly installments less all deductions required by law or authorized by the Policies of the Board of Education and the superintendent. Twenty Thousand Dollars (\$20,000.00) of the base salary shall be paid in a lump sum on July 1, 2009.

**7. VACATION AND OTHER BENEFITS**

The Superintendent shall be entitled to twenty-five (25) days of vacation each school year which shall accrue from year to year if not used. Upon termination of this contract as provided in paragraph 10, the Superintendent shall be paid for one-half of all available sick days and all available vacation days at the Superintendent's rate and one-half of all available sick days at the full substitute's rate. Superintendent shall not use her remaining sick and vacation days immediately preceding the end of her employment with the District for other than health related reasons.

The District shall also provide disability coverage if such coverage becomes available to all District employees. The Superintendent shall be entitled to all benefits and privileges of employment accorded certified employees of the District.

The District shall pay for the Superintendent's membership fees to such national and state associations of school administrators and other professional groups as are approved by the Board, which shall include the membership fees for the American Association of Secondary School Administrators.

**8. PROFESSIONAL LIABILITY**

- a. District agrees that it shall defend, hold harmless, and indemnify superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of her employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under state law. In no case will individual board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.
- b. District shall provide Errors & Omissions and Liability coverage for Superintendent in an amount not less than One Million Dollars (\$1,000,000.00) per year.

**9. EVALUATION**

The Board shall conduct an annual performance evaluation relative to the Superintendent as required by §168.410, R.S.Mo, as amended. The evaluation shall be based upon the Superintendent's goals as established by the Board and the Superintendent. Such evaluation shall be discussed by the Board and the Superintendent following the completion of the evaluation. A copy of the original evaluation shall be delivered to the Superintendent and the Superintendent shall have the right to make a written reaction or response to the evaluation. The evaluation and the response shall become a permanent attachment to the Superintendent's personnel file.

**10. TERMINATION OF EMPLOYMENT CONTRACT**

This employment contract may be terminated by:

- a. Mutual agreement of the parties;

b. Absence or Disability of the Superintendent:

The District may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional period of 30 working days. All obligations of District shall cease upon such termination.

If a question exists concerning the capacity of Superintendent to return to her duties, District may require Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. District and Superintendent shall attempt to mutually agree upon the physician who shall conduct the examination. If the District and Superintendent cannot agree on the physician to conduct the examination, the District shall select the physician. The examination shall be done at the expense of the District. The physician shall limit her report to the issue of whether Superintendent has a continuing disability which cannot be reasonably accommodated and which prohibits her from adequately performing her duties.

c. Discharge for cause:

The Superintendent may be discharged for cause, including but not limited to, causes listed in §168.114 R.S.Mo, without notice or hearing. Notice of discharge for cause shall be given in writing and Superintendent shall be entitled to appear before the Board to discuss such causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, she shall bear any costs therein involved. Such meeting shall be conducted in a closed, executive session. Superintendent shall be

provided a written decision describing the results of the meeting. No severance pay of any kind shall be due in the event of such termination.

- d. Death of Superintendent.
- e. Without Cause by the Superintendent:

The Superintendent may terminate this contract effective June 30, 2009 by giving written notice to the Board of Education on or before February 1, 2009. The Superintendent may terminate this contract effective June 30, 2010 by giving written notice to the Board of Education on or before February 1, 2010.

In the event that the contract is terminated prior to June 30 of any year, other than pursuant to subparagraph (c) of this Paragraph 10, then Superintendent agrees to repay to the District a pro-rata amount of any base salary paid as a lump-sum payment under Paragraph 6. This provision is intended to be binding upon the Superintendent's Personal Representative in the event of Superintendent's death.

**11. SAVINGS CLAUSE**

If, during the term of this contract it is found that a specific clause of the contract is illegal under Federal or State law, the remainder of the contract shall not be affected by such illegality and shall remain in full force and effect.

**12. COMPLETE AGREEMENT**

This contract contains the complete agreement of the parties and no amendments, additions or modifications may be made hereto unless the same shall be in writing and signed by both parties.

**IN WITNESS WHEREOF**, District has caused this contract to be executed by the President of its Board of Education, by order of said Board, and Superintendent has executed this contract the day and year first above written.

HICKMAN MILLS C-1 SCHOOL DISTRICT

By: Bonnaye Mims  
Bonnaye Mims, President, Board of Education

ATTEST:

Adnerie Johnson  
Secretary

Marjorie Williams  
Dr. Marjorie Williams, Superintendent