

HICKORY COUNTY R-I SCHOOL DISTRICT
Highway 65, Route 1, Box 838
Urbana, MO 65767-9615

SUPERINTENDENT'S CONTRACT

IT IS HEREBY AGREED by and between the Board of Education of the Hickory County R-I School District located in Hickory County in the State of Missouri (hereinafter called the "Board"), and [REDACTED] (hereafter called the "Superintendent"), that the said Board, in accordance with its action as found in the Minutes of the meeting held on the 16th day of January, 2008, has and does hereby employ the said [REDACTED] as Superintendent for a period commencing July 1, 2008, and continuing until June 30, 2011. Both parties agree that said employee shall perform the duties of the Superintendent in and for the public schools in said District as prescribed by the laws of the State of Missouri and by the rules and regulations made thereunder by the Board of said District.

WITNESSETH:

1. COMPENSATION:

The Board shall pay Superintendent at an annual compensation rate of Ninety-One Thousand and 00/100 Dollars (\$91,000.00), payable as follows: Two Hundred Seventy-Three Thousand and 00/100 Dollars (\$273,000.00), in thirty-six (36) equal installments in accordance with the practice of the Board, commencing July 1, 2008, and thereafter during the term of the Employment Contract.

The Board shall pay the Superintendent the annual compensation rate for each succeeding fiscal school year during the term of this Employment Contract.

This Contract may be extended and amended from time to time as the Board may determine. The annual Compensation shall be paid in equal installments in accordance with the rules of the Board governing payment of other professional staff members in the District. In consideration for said compensation, Superintendent agrees to perform faithfully the duties of the office.

2. PROFESSIONAL CERTIFICATION AND

RESPONSIBILITIES OF SUPERINTENDENT

The Superintendent shall furnish throughout the life of this Contract a valid and appropriate certificate as defined in Missouri Statutes to act as Superintendent in the State of Missouri as directed by the Board and the Superintendent hereby agrees to devote his time, skill, labor, and attention to said employment during the term of this Contract; provided, however, that the Superintendent may undertake some consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations.

The Superintendent shall have charge of the administration of the school under the direction of the Board. Within the policies established by the Board, the Superintendent shall be Chief Executive Officer of the Board; shall from time to time suggest regulations, rules, policies, and procedures deemed necessary for the well ordering of the school district; and will have freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the Hickory County R-I School District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. The Board, individually and collectively, will refer promptly all criticisms, complaints, and

suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall attend all Board meetings and all Board and citizen committee meetings, unless reasonable circumstances prevent his attendance, serve as an ex officio member of all School Board committees and provide administrative recommendations on each item of business considered by each of these groups.

3. PROFESSIONAL DEVELOPMENT OF SUPERINTENDENT:

The Board encourages and expects the continuing professional growth of the Superintendent through his attendance and participation, as he might decide in light of his responsibilities as Superintendent. in:

- (a) the operation, 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; and
- (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District.

In its encouragement, Board shall permit a reasonable amount of release time for Superintendent as he deems appropriate to attend to such matters and compensate him Two Thousand and 00/100 (\$2,000), annually for necessary fees, travel, and expenses. The Superintendent shall be entitled to 20 vacation days annually.

4. PROFESSIONAL LIABILITY:

Board agrees that it shall hereafter defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity or in his official capacity as agent and employee of the Board or District, provided the instance arose while Superintendent was acting within the scope of his employment. In no case, however, shall individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

If, in the good faith opinion of Superintendent, conflict exists as regards the defense to such claim between the legal position of the Board or District, the Superintendent may engage counsel in which event the Board shall indemnify the Superintendent for the costs of legal defense.

Board and District shall not, however, be required to pay any cost of any legal proceedings in the event District and Superintendent have adverse interests.

5. AUTOMOBILE:

Not provided. MB 6/6/08 offered, but refused.

In light of the unique nature of the professional duties of the Superintendent of Schools, the Board shall allow the Superintendent to use a school vehicle for school business. If the Superintendent uses his personal vehicle, the Board shall pay directly or reimburse the Superintendent for all expenses incidental to said automobile's usage at the normal mileage rate allowed by the District.

6. FAMILY INSURANCE:

The Board shall provide the Superintendent family health insurance to be paid in 12 monthly installments beginning the first month during said term, or in such other installments as the Board of Education may by its rules and regulations authorize. The family health package shall be the basic package as provided to all staff. The Superintendent may "buy-up" to a better health package for him and his family by personally paying the difference of the two plans.

7. BOARD RELATIONSHIPS:

On or before the 31st day of January of each year during the term of this contract, the Board will perform a review of the performance of the Superintendent during the preceding year. Written results of such review shall be furnished to the Superintendent and a copy of such review will be placed in his personnel file.

8. DISCHARGE:

The Superintendent shall fulfill all aspects of this Contract, any exception thereto being mutual written consent of the Board and Superintendent. Failure to fulfill the obligations agreed to in this Contract will be viewed as a violation of the Administrator's Code of Ethics, and will be good and just cause for discharge.

9. UNILATERAL TERMINATION BY BOARD OF EDUCATION:

The Board may, at its option, and by a minimum of ninety (90) days' notice to the Superintendent, unilaterally terminate this Contract. In the event of such termination the District shall pay to Superintendent, as severance pay, all of the aggregate salary plus reasonable value of benefits he would have earned and

accumulated under this Employment Contract from the actual date of termination to the termination date set forth in this Employment Contract, as may be amended from time to time.

10. TERMS AND CONDITIONS:


The terms and conditions of this Contract may be amended from time to time and the basic Contract terms, as amended from time to time, may be extended by mutual agreement of the parties without terminating the basic Contract.

11. SAVINGS CLAUSE:

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal in Federal or State law, the remainder of the Contract not affected by such a ruling shall remain in force.

WITNESS THE HANDS of the parties hereto on the _____ day of _____, 2008.

HICKORY COUNTY R-I SCHOOL DISTRICT
URBANA, MISSOURI

BY: 
President Board of Education
"BOARD"

ATTEST:


Secretary-


"Superintendent"