

71,400

super 64,260.00
transp 7,140.00

**CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
HUMANSVILLE R-IV SCHOOL DISTRICT**

This Agreement is entered this the 6th day of March, 2007, between the Board of Education of the Humansville R-IV School District ("Board" or "District") and Mark P. Koča ("Superintendent").

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 two years, from July 1, 2007, through June 30, 2009, subject to provisions of this agreement. Prior to July 1, 2007, this Contract shall be purely executory and shall not become effective until July 1, 2007.
2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall at all times during the term of this agreement make satisfactory progress towards proper certification enabling him to serve as Superintendent of schools in the State of Missouri.
 - (1) The Superintendent shall have the 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 duties and supervise the employees and students of the District in a manner consistent with such laws and regulations.
 - (2) 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, including the local district organization, and the American 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 other wise 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 the 2007-2008 school year shall be \$70,000.00. Raises in certified salary schedule will be reflected with proportional raises in the Superintendent's salary. Salary shall be payable in equal installments on a monthly basis and is subject to all deductions required by law.
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 certified employees, and in addition, shall be entitled to the following benefits:
 - (1) **VACATION.** The Superintendent shall be entitled to ten (10) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Vacation days shall not be cumulative from one year to the next. Therefore, any unused vacation days at the end of each contract year shall be paid to the Superintendent at the per diem rate of 1/250 multiplied by the annual salary then payable to the Superintendent.
 - (2) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his duties in an amount not to exceed \$250.00 monthly. The Superintendent shall submit appropriate substantiation of all expenses incurred.
 - (3) **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 course and scope of employment, excluding criminal litigation, claims for intentionally wrongful acts under federal, state or local law which result in a monetary judgment or settlement (whether or not there is an admission of liability as a result of a settlement) and any defense or indemnification that the District cannot provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
 - (4) **TRANSPORTATION EXPENSE.** As a condition of employment, the Superintendent is required to purchase or lease a personally owned automobile for business purposes. As the Superintendent shall be required to travel between campuses and make other business related trips including but

not limited to, meetings with District representatives, attorneys, auditors, parents and constituents, it is recognized that the Superintendent will incur certain expenses of a business nature for the use of said vehicles. Therefore, the Board will reimburse the Superintendent for a rate established from time to time by the Board for the business use of said vehicle. The Superintendent shall submit appropriate substantiation of all business expenses incurred. The Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle.

- (5) The Superintendent shall receive twelve (12) days sick leave and two (2) days personal leave per year. No more than sixty (60) days shall be cumulated. Any unused days over sixty (60) shall be paid at a rate of \$50.00 per day and shall be presented at the August Board meeting for approval
- (6) If the Superintendent retires from the School District, he shall receive \$50.00 per day for all unused sick days (up to sixty (60) days). If the Superintendent leaves the District before being eligible for retirement, he shall be paid \$10.00 per day for all unused sick days (up to 60) days).
- (7) **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.
- (8) **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 or immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected, at least thirty 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.


- (9) **SATISFACTION OF CONTRACT.** The Board of Education may completely discharge its obligations under this agreement at any time by payment to the Superintendent all of the contracted salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.
- (10) **RETIREMENT.** The Superintendent may, by giving a minimum of ninety days written notice to the Board prior to the end of any school year, retire effective upon completion of such school year during the term of this agreement and terminate this agreement effective upon such date. In order to exercise this option, the Superintendent must be eligible to receive full benefits under the Teacher Retirement System. If, following retirement under this section, the Superintendent accepts employment as a school administrator in another district for a period covered under this agreement, the Superintendent shall pay the District, as liquidated damages and not as a penalty, an amount equal to the salary payable for such period.
- (11) **OTHER WORK.** The Superintendent may under take consultation work, speaking engagements, writing, teaching a college or university course, lecturing, 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.
- (12) **CONTRACT EXTENSION.** 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 for each additional year. The Superintendent may waive this requirement in writing. Each year that this agreement remains in effect, the Board may extend this agreement for an additional period of one year without the necessity of any additional writing by motion approved by a majority of the Board of Education recorded in the minutes. If no compensation for the period of extension is stated in the motion, then it shall be deemed to be the amount provided for the year immediately preceding the extension. The Superintendent may accept the extension of the contract indicating his acceptance in a signed writing, delivered to the Board President prior to July 1, or may propose different terms prior to such date. The terms of the extension agreed upon may be reduced to writing in the form of an addendum signed by the parties. A motion to extend this agreement, following approval by a majority of the Board, may not be rescinded or reconsidered without written consent of the Superintendent.
- (13) **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.

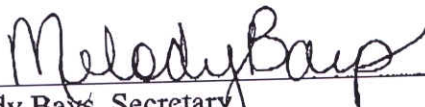
(14) BOARD AUTHORIZATION AND SIGNATURES.

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 written above, and the Superintendent has accepted by signing below.

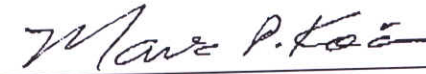
HUMANSVILLE R-IV SCHOOL DISTRICT

Date 3/19/07

By: 
Rick Crews, President, Board of Education

Attest: 
Melody Bays, Secretary

SUPERINTENDENT

By: 
Mark P. Koča


Date: 3/19/07

ADDEMDUM EXTENDING CONTRACT OF EMPLOYMENT

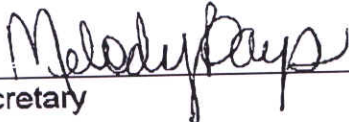
This addendum is entered into this 21st day of January, 2008, between the Board of Education of the Humansville R-IV School District (District) and Mark P. Koča (Superintendent) for the purpose of extending the contract previously entered into between the parties dated March 6, 2007, (the "original agreement").

The parties hereby agree that the terms of the original agreement shall be extended for one additional school year, commencing on July 1, 2009, and that the salary for such additional period shall be determined at a later date for an amount not less than the amount stated in the original agreement.

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 written, and the Superintendent has accepted by his signature.

By: 
President, Board of Education

Date 1-24-08

Attest: 
Secretary

Date 1-24-08


Superintendent

Date 1-25-08