

## KINGSTON R-42 SUPERINTENDENT

This Contract is entered this 30th day of June, 2008, between the **Board of Education of the Kingston School District** ("Board" or "District") and **Cinthia Barnes** ("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 the following school years, subject to the provisions of this contract: July 1, 2008 to June 30, 2011.
2. **CERTIFICATION.** The Superintendent agrees to maintain a valid certificate to serve as superintendent in the public schools of Missouri. Superintendent further acknowledges that this Agreement is contingent upon Superintendent's maintenance of a clean criminal background check and clean child abuse/neglect report, each of which must be satisfactory to the District. In accordance with Missouri law, this background check will include a complete fingerprint criminal records check.
3. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of professional and education organizations at District expense, if approved in advance by the Board. Unless directed otherwise by the Board, the Superintendent may attend and participate in educational programs offered by such organizations, at District expense, within amounts budgeted for such purposes, if such participation is in the best interest of the District.
4. **COMPENSATION.** The salary payable to the Superintendent under this Contract for the 2008-2009 school years shall be **\$60,000 + monthly insurance premium**, payable on a monthly basis and subject to all legally required and permissible deductions and withholdings. *Superintendent's salary for the 2009-2010 school year shall be increased by not less than three percent (3%) and not more than fifteen percent (15%) of their total annual salary for the 2008-2009 school year. The amount of increase for the 2009-2010 school year shall be established by the Board of Education, based upon the Superintendent's performance and the District's financial condition, as determined by the Board of Education in its judgment and at its sole discretion. Same provisions apply for the 2010-2011 school year.*
5. **EVALUATION.** The Board shall devote a portion, or all, of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of their performance. The Board shall determine the appropriate method for evaluation of the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.

6. **BENEFITS.** In addition to the compensation and other benefits provided for herein, the Superintendent shall be entitled to the following benefits:

(A) **VACATION.** The Superintendent shall be entitled to twenty-five (25) days paid vacation during each school year of this Contract exclusive of weekends and legal holidays. Vacation days shall be cumulative to the extent that unused vacation days earned during a given year may be carried over for use during the next year up to a maximum of twenty (20) days. Any accumulated vacation days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the then-applicable per-diem rate.

(B) **EXPENSE REIMBURSEMENT.** Subject to approval of the Board of Education, the Superintendent shall be reimbursed by the District for reasonable and necessary expenses incurred in the performance of her duties. Prior to reimbursement, the Superintendent shall submit to the Board appropriate substantiation of all business expenses incurred within sixty (60) days.

(C) **DEFENSE AND INDEMNIFICATION.** 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 their individual capacity, and/or in her official capacity as agent and employee of the Board, provided that the incident arose while the Superintendent was acting within the course and scope of the Superintendent's employment. However, in no case individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

(D) **TRANSPORTATION EXPENSE.** As a condition of employment, the Superintendent is required to purchase or lease a personally owned vehicle 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 vehicle. Therefore, the District will reimburse the Superintendent for the business use of said vehicle at .445 cents per mile for extended automobile travel expense when on school business. The Superintendent shall submit appropriate substantiation of all business expenses incurred. Except as provided above, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle. The mileage rate provided under this paragraph may be increased by the Board of Education during each school year covered by this Agreement, with such amount to be determined by the Board in its judgment and at its sole discretion, provided however, that it shall not exceed the rate established by the IRS for business mileage at the time of the extension or addendum for such school year is executed.

7. **TERMINATION – DISABILITY.** In the event of any illness or disability which renders the Superintendent unable to perform one or more of the essential duties required under this Contract with or without reasonable accommodation, following the expiration of any period of leave required under law, and including any regular sick leave days or other regular leave days to which the Superintendent is specifically entitled, the Board may terminate this Contract following notice and an opportunity for the Superintendent to be heard as required by law.
8. **TERMINATION – FOR CAUSE.** This Contract may be terminated during its term for cause, which shall be defined to 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/or rules and regulations of the Board; (iv) failure to comply with directives of the Board; (v) failure to abide by the laws of the State of Missouri; (vi) immoral conduct; (vii) material breach of this contract; (viii) any other good or just cause, as defined by Missouri law. Prior to discharge, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board as required by law. If the Superintendent chooses to be represented by legal counsel at such hearing, she 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 otherwise required by law.
9. **TERMINATION – MUTUAL AGREEMENT.** This contract may be terminated by mutual agreement of the parties at any time. In the event the Superintendent intends to terminate this employment contract prior to its termination day, she will notify the Board immediately, and she shall give the BOARD no less than (60) sixty days written notice in advance of taking another position. Upon termination the Superintendent will be paid for days actually worked and holidays that occur prior to contract termination.
10. **CLOSURE.** If the school board closes the school due to causes beyond their control such as budget shortfall, fire, flood, earthquake or for any other reason, the Superintendent, if not reassigned, will not receive salary or fringe benefits while the school is closed.
11. **LOSS OF ACCREDITATION.** If the school loses accreditation due to actions taken by others outside the district and the school continues to operate, the Superintendent shall have the option of terminating her contract. If said option is not exercised within 21 business days of receiving notice of loss of accreditation, the Superintendent's right to termination under Clause 11 shall be deemed waived.
12. **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 work

does not, in the Board's opinion, interfere in a material and/or substantial way with the Superintendent's obligations set forth in this Contract. Such other work is, at all times, subject to the approval of the Board. The Superintendent shall obtain prior approval from the Board before beginning such other work.

13. **SATISFACTION OF CONTRACT.** The Board may completely discharge its obligations under this Contract at any time by paying to the Superintendent all of the contract salary to which the Superintendent is entitled for the remainder of the current school year.
14. **GOVERNING LAW.** The provisions of this Contract will be governed by the laws of the State of Missouri.
15. **SEVERABILITY.** If it is determined at any time that any provisions of this Contract are illegal or unenforceable, the remaining terms shall not be affected.

**ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Superintendent and the District, and supersedes all prior understanding, whether oral or written, between the parties. Any amendments or modifications to this Contract must be in writing and signed by the parties.

**BY ORDER OF THE BOARD OF EDUCATION,** the Board President and Secretary have affixed their signatures below to confirm that the District, by majority of vote of the Board of Education, has approved this Contract; and by affixing her signature below, the Superintendent has accepted this Contract.

SCHOOL DISTRICT

By:   
President, Board of Education

29 July 2008  
Date

Attest:   
Secretary, Board of Education

July 29 2008  
Date

SUPERINTENDENT

  
Superintendent

July 29 2008  
Date