

CONTRACT FOR EMPLOYMENT AS SUPERINTENDENT
KIRKSVILLE R-III SCHOOL DISTRICT

1. **TERM.** The District agrees to employ F. Patrick Williams as Superintendent, and Superintendent agrees to accept such employment as Superintendent of the District's schools, for a period of **three years, July 1, 2008 through June 30, 2011,** subject to the provisions of this agreement.

2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall at all times during the term of this agreement possess a valid certificate enabling him to serve as a Superintendent of Schools in the State of Missouri.

The Superintendent shall have 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 the 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.

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/LOCAL CIVIC PARTICIPATION.** 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. Unless directed otherwise by the Board, the Superintendent may participate in other educational programs at district expense within amounts budgeted for such purposes if, in his discretion, such participation is in the best interest of the District. The Superintendent may participate in local civic clubs with dues being paid by the Board. 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 2008-2009 school year shall be One Hundred Six Thousand, Two Hundred Thirty-Eight Dollars (\$106,238.00). The salary payable to the Superintendent under this agreement for the 2009-2010 and 2010-2011 school years shall be no less than One Hundred Six Thousand, Two Hundred Thirty-Eight Dollars (\$106,238.00), with the final salary figure to be negotiated by the Board of Education and the Superintendent. The final agreed on salary figure shall be paid in twelve equal installments.

* Salaries
4 2006-07 - \$ 95,000
2007-08 - \$ 99,275

* Local Civic Dues
3 Not used, currently pay own Dues

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The Board hereby retains the right to adjust the salary rate of the Superintendent during the term of his contract, however, said salary adjustment shall not operate to reduce the rate of salary below the figure stated above unless such decrease is part of the uniform plan affecting salaries of all employees of the school district. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract but shall not be construed to be a new contract with the Superintendent nor shall it be construed to extend the termination date of this contract. The Board may, by specification, extend the termination date of the existing contract.

5. **EVALUATION.** The Board of Education shall devote a portion of 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 twenty (20) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Any vacation days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the per diem rate of \$50 per day, unless otherwise negotiated with the Board.

(2) **SICK LEAVE.** The Superintendent shall be entitled to thirteen (13) days of sick leave annually. Earned sick leave shall be cumulative as provided by Board policy for professional employees.

(3) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his duties.

(4) **DEFENSE AND INDEMNIFICATION.** The School District will defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent as an individual or as an agent of the School District, so long as they are related to performance of duty.

* (5) **TRANSPORTATION EXPENSE.** The Board shall pay the cost of the Superintendent's transportation required in the performance of his official duties during his employment under this contract and all other actual expenses incurred.

* District mileage .415¢

* \$25.00 monthly cell phone reimbursement

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(6) **HEALTH INSURANCE - LIFE INSURANCE.** The Board shall pay for the cost of participation of the Superintendent in any plan of group health insurance provided by the District. The Board shall pay a life insurance policy as provided to all staff.

7. **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 other work does not interfere in a material and substantial way with the Superintendent's obligations set forth in this agreement.

8. **TERMINATION.** In the event of an 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, the Board of education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

9. **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 immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected, at least sixty 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.

Failure to notify the Superintendent, in writing, on or before the 15th day of April of the year in which this contract will be terminated, of the Board's intent not to renew the contract will automatically result in a one-year extension of the contract.

10. **SATISFACTION OF CONTRACT.** The Board of Education may completely discharge its obligations under this agreement at any time by paying 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.

11. **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 such additional year. 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 an additional writing by motion approved by a majority of the Board of Education recorded in the minutes. If no compensation for the

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period of the 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 by indicating his acceptance in a signed writing, delivered to the Board President prior to March 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 and 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 the written consent of the Superintendent.

12. 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.

13. 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 February 12, 2008, and the Superintendent has accepted by signing below.

KIRKSVILLE R-III SCHOOL DISTRICT

By:

Lawrence
President, Board of Education

6/24/08
Date

Attest:

Neal Chamberlain
Secretary, Board of Education

6/24/08
Date

SUPERINTENDENT

Patrick Williams

6-26-08
Date