

## CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOL FOR LACLEDE COUNTY C-5 SCHOOL DISTRICT

This agreement is entered this 10<sup>th</sup> day of January 2008 between the Board of Education of the Laclede County C-5 School District (Board" or "District") and ("Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as Superintendent of the District, from July 1<sup>st</sup>, 2008 through June 30<sup>th</sup>, 2009, 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 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 or she 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 or her 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.** The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, the American Association of School Administrators, and the Missouri State Teachers Association, 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 or she may deem appropriate at District expense if approved by the Board. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within amounts budgeted for such purposes if, in his or her discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include such amounts.
4. **COMPENSATION.** The salary payable to the Superintendent under this agreement for the 2008-2009 school year shall be sixty eight thousand five hundred dollars, (\$68,500.00). Salary shall be paid in equal installments on a monthly basis and 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 or her performance under the applicable guidelines for performance based evaluation available through the Department of Elementary and Secondary Education.
6. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:
  - (1) **VACATION.** The Superintendent shall be entitled to 3 weeks paid vacation during each year of this agreement, exclusive of weekends and holidays.
  - (2) **TERM LIFE INSURANCE.** The Board shall provide and pay the premium for the term life insurance amount provided for District employees, for the Superintendent during the term of this agreement, payable to a beneficiary selected by the Superintendent. The Board shall assign the ownership of the policy to a person or trust designated by the Superintendent, and upon termination of this agreement shall allow that owner to continue the policy at his or her own expense.

- (3) **HEALTH INSURANCE.** The Board shall pay the lowest premium amount of health insurance for the Superintendent in plans of group health insurance offered by the District.
  - (4) **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 scope of employment, excluding criminal litigation and any defense or indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
7. **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.
  8. **SATISFATION 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.
  9. **CONTRACT EXTENSION.** By the January Regular Board meeting 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. The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties. If the Board does not notify the Superintendent of its intent to extend or terminate this agreement shall constitute reemployment for a period of one year under the same terms, conditions and salary as applicable as of the January Regular Board meeting of such year.
  10. **SEVERABILITY.** If it is determined at any time that any provision of this contract is illegal or enforceable, the remaining terms shall not be affected.
  11. **CONTRACT ACCEPTANCE.** If this offer of employment is not accepted by Second Party within 30 days from the receipt of the contract by Second Party, then this offer shall automatically be withdrawn.
  12. **MULTI YEAR CONTRACT EXTENSION.** At the renewal of this contract there is a possibility of a multi year contract extension.
  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 the date first above written, and the Superintendent has accepted by signing below.  
 LACLEDE CO. C-5 SCHOOL DISTRICT

By: \_\_\_\_\_ Date \_\_\_\_\_  
 President, Board of Education

Attest: \_\_\_\_\_ Date \_\_\_\_\_  
 Secretary, Board of Education

**SUPERINTENDENT**  
 \_\_\_\_\_ Date \_\_\_\_\_