

**LESTERVILLE R-IV SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT**

The Employment Contract, made and entered into this 18th day of January, 2006, by and between the governing board of the Lesterville School District, hereinafter referred to as DISTRICT and Earlene Fox, hereinafter referred to as SUPERINTENDENT.

Whereas, DISTRICT desires to provide SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the schools which DISTRICT believes generally improves the quality of its overall educational program; and, WHEREAS, DISTRICT and SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools:

NOW, THEREFORE, DISTRICT and SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. TERM

DISTRICT, in consideration of the promises, herein contained, of SUPERINTENDENT, hereby employs, and SUPERINTENDENT hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2006 and ending June 30, 2009.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION. SUPERINTENDENT shall hold a valid certificate issued by the State Board of Education.

B. DUTIES. SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board. She shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize and arrange administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT subject to the approval of the Board; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions, called to its attention to the Superintendent for study and recommendation. The Superintendent shall attend all open Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of School Board Committees as directed and provide administrative recommendations on each item of business considered by each of these groups. The Superintendent shall comply

with all applicable laws and shall notify the board in a timely fashion of its legal duties and obligations.

C. **OUTSIDE ACTIVITIES.** SUPERINTENDENT shall devote her time, attention and energy to the business of the school district. However, she may serve as a consultant to other districts or education agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at her discretion. Such activities which require the superintendent to be absent from the school district for more than three (3) full working days shall be reported to the Board for approval. SUPERINTENDENT may at her option, and with the approval of the Board of Education, continue to draw a salary while engaged in the outside activity as described above. In such cases honoraria paid SUPERINTENDENT in connection with these activities shall be transferred to the DISTRICT. If SUPERINTENDENT chooses to use vacation leave to perform outside activities she shall retain any honoraria paid. In no case will the DISTRICT be responsible for any expenses attendant to the performance of such outside activities.

D. **MEDICAL EXAMINATION.** The SUPERINTENDENT does hereby agree to have a comprehensive medical examination once each year, that a statement certifying to the physical competency of the Superintendent shall be filed with the secretary of the Board and treated as confidential information by the Board, cost of said medical examination to be borne by the DISTRICT.

3. COMPENSATION

The superintendent's salary shall be an index of 2.0 at Specialist on the salary schedule.

4. VACATION AND OTHER BENEFITS

A. SUPERINTENDENT shall be entitled to 15 days vacation and the same sick leave, life insurance and other personal benefits accorded other district employees.

B. DISTRICT shall pay 100 percent of SUPERINTENDENT'S membership charges to the American Association of School Administrators and the Missouri Association of School Administrators as approved by DISTRICT in the annual budget.

C. The Board shall provide the SUPERINTENDENT with transportation required in the performance of her official duties during her employment under this contract or shall provide her with mileage at the District rate.

D. DISTRICT shall provide insurance for the SUPERINTENDENT'S family.

E. SUPERINTENDENT shall have the same days off the certified staff has for weather and holidays.

5. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement of SUPERINTENDENT.
- C. Disability of SUPERINTENDENT.

In the event of disability by illness or incapacity, after SUPERINTENDENT'S sick leave have been exhausted, the compensation shall be reinstated after SUPERINTENDENT has returned to employment and undertaken the full discharge of her duties. DISTRICT may terminate this contract by written notice to SUPERINTENDENT at any time after SUPERINTENDENT has exhausted any accumulated sick leave and such other leave as may be available and has been absent from her employment for whatever cause for an additional continuous period of ten (10) working days. All obligations of DISTRICT shall cease upon such termination. If a question exists concerning the capacity of SUPERINTENDENT to return to her duties DISTRICT may require SUPERINTENDENT to submit to a medical examination, to be performed by a doctor licensed to practice medicine. DISTRICT and SUPERINTENDENT shall mutually agree upon the physician who shall conduct the examination. The examination shall be at the expense of DISTRICT. The physician shall limit her report to the issue of whether SUPERINTENDENT has a continuing disability which prohibits her from performing her duties.

- D. Discharge for cause.

Discharge for cause shall constitute conduct which is seriously prejudicial to DISTRICT including but not limited to, neglect of duty, breach of contract, or any cause for which the employment of a permanent teacher may be terminated. Notice of charges and of the opportunity for a hearing shall be given in writing and SUPERINTENDENT shall be entitled to appear before the Board to discuss such causes. If SUPERINTENDENT chooses to be accompanied by legal counsel at such meeting, she shall bear any costs therein involved. Such meeting shall be conducted in closed session. SUPERINTENDENT shall be provided a written decision describing the results of the meeting. The SUPERINTENDENT may be suspended with pay pending the board's final decision. If discharged for cause, no further amount shall be due under the contract.

In the event that the Board terminates the contract under clause E or F, the requirement of the hearing before the Board shall not apply.

E. Unilateral Termination by Board of Education

The Board may, at its option, and by minimum of ninety (90) days notice to SUPERINTENDENT, unilaterally terminate this contract. In the event of such termination the DISTRICT shall pay to SUPERINTENDENT, as severance pay, a lump sum payment not to exceed \$10,000.00.

F. Termination with Superintendent's Concurrence.

DISTRICT may propose to terminate this employment contract upon ninety (90) days written notice to SUPERINTENDENT. If the SUPERINTENDENT concurs in writing with such decision, DISTRICT shall to the SUPERINTENDENT, as severance pay, a lump sum payment not to exceed \$10,000.00

G. The DISTRICT may completely discharge its obligations under this agreement at any time by paying to the SUPERINTENDENT all salary to which the SUPERINTENDENT would be entitled under the remainder of the contract term.

H. The SUPERINTENDENT may request to be released from this agreement, and the board may grant such request upon payment of \$1,000.00 for each month of service remaining under this agreement.

5. SAVINGS CLAUSE.

If, during the term of this contract it is found that 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.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in paragraph 1, above.

SUPERINTENDENT

Evelene Fox

Lesterville School District

BY:

[Signature]
President

Barbara Harrison
Secretary