

SUPERINTENDENT'S CONTRACT

This Contract is entered into this 13th day of February, 2008, between the Board of Education for the Lewis County C-I School District and Ms. Jacqueline R. Ebeling.

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 through June 30, 2010;

2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall be responsible for the administration of the schools of the District at the direction of the Board. The Superintendent shall act as chief executive officer of the District. Accordingly, the Superintendent shall be responsible for (a) making recommendations regarding the selection, and for the direction and assignment, of the teachers and other employees of the District in the manner that most efficiently and effectively accomplishes the educational mission of the District, and (b) 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/her duties and supervise the employees and students of the District in a manner that is consistent, and in full compliance, with such laws and regulations, as they currently exist or hereafter may be modified.

The Superintendent shall administer, enforce, and comply with the policies, rules, regulations and procedures of the District, as they currently exist or may hereafter be modified. The Superintendent shall recommend additions, deletions, or other modifications to such policies, rules, regulations, and procedures, as may be appropriate, necessary, or required by law. The Superintendent shall perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board.

3. **CERTIFICATION.** The Superintendent agrees to obtain prior to the first day of service hereunder, and to maintain at all times during the term of this contract, a valid certificate to serve as a Superintendent in the public schools of the State of Missouri. Failure to timely obtain and/or to maintain certification at any time during the term of this Contract shall be cause for immediate dismissal. The Superintendent acknowledges that initial employment by the Board is contingent upon a completed criminal background check and a completed child abuse/neglect report, all of which must be satisfactory to the Board, in its judgment and at its sole discretion. In the event this Contract constitutes the Superintendent's initial employment as Superintendent for the School District, or return to employment with the District following any period of separation from the District other than a leave approved by the Board of Education, the criminal background check shall include an FBI fingerprint check in accordance with Missouri law. A report, which in the judgment of the Board is unsatisfactory, shall render this Contract null and void and shall constitute cause for immediate termination of this Contract. The Board shall make a determination regarding whether the criminal child abuse/neglect reports are satisfactory within four (4) weeks of receiving the report. The Superintendent shall also immediately notify the Board of any arrests, charges, pleas, convictions and/or sentences that occur after the dates of the foregoing criminal and child abuse neglect record checks.

4. **COMPENSATION.** The annual salary payable to the Superintendent shall be as follows:

- (A) The Superintendent's salary for the 2008-2009 school year shall be Ninety-Two Thousand, Eight Hundred Thirty-Three Dollars (\$92,833.00), payable on a monthly basis and subject to all legally required and permissible deductions and withholdings.
- (B) Superintendent's salary for the 2009-2010 school year shall be not less than Ninety-Two Thousand Eight Hundred Thirty-Three (\$92,833.00). The exact amount of any increase shall be determined by the Board of Education, in its judgment and at its sole discretion, based upon the Superintendent's performance and the District's financial condition.

5. **PROFESSIONAL DEVELOPMENT.** The District shall pay the Superintendent's dues to national and state professional organizations related to the Superintendent's duties, and such other organizations as may be required by the Board. The Superintendent may become a member of other professional and educational 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 and professional programs offered by organizations to which he/she belongs under this paragraph, at District expense, within amounts budgeted for such purposes, if such participation is in the best interest of the District.

6. **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 his/her performance and working relationship with the Board. 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.

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

- (A) **INSURANCE BENEFITS.** The District will pay the premiums for Superintendent's full family health coverage.
- (B) **VACATION.** The Superintendent shall receive fifteen (15) days of vacation annually, exclusive of legal holidays. Vacation shall be taken within twelve (12) months of the year in which it is earned and shall not be cumulative.
- (C) **SICK LEAVE AND OTHER BENEFITS.** The Superintendent shall be entitled to sick leave on the same basis as other professional employees of the District. Except as explicitly provided to the contrary in this Contract, the Superintendent shall receive all other benefits accorded to professional employees of the District. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent.

- (D) **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 his/her duties. Prior to reimbursement, the Superintendent shall submit to the Board appropriate substantiation of all business expenses incurred.
- (E) **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 his/her individual capacity, and/or in his/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. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
- (F) **TRANSPORTATION ALLOWANCE.** 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 vehicle. Therefore, the District will provide the Superintendent with a monthly transportation allowance of \$200.00. Except as provided in this paragraph, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle. The transportation allowance 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 be increased by more than 100% of the previous year's allowance.

8. **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 by 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.

9. **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, incompetence, 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; or (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, he 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.

10. TERMINATION - MUTUAL AGREEMENT. This Contract may be terminated by mutual agreement of the parties at any time.

11. OTHER WORK. The Superintendent agrees to devote his/her full time, skill, labor, and attention to his/her employment during the term of this Contract, and will not engage in any pursuit that interferes with the proper discharge of his/her duties. However, subject to the foregoing, 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, 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.

12. SATISFACTION OF CONTRACT. The Board may completely discharge its obligations under this Contract at any time by paying to the Superintendent all of the salary to which the Superintendent is entitled, under this Contract, for the remainder of the contract period, subject to deductions required by law.

13. CONTRACT EXTENSION. Prior to the end of each school year that this Contract remains in effect, the Board may, whether by its own motion or upon request of the Superintendent, determine and notify the Superintendent whether it intends to extend this Contract for an additional school year after the end of the then-current term. The Superintendent may make such request at any time after January 1 of the school year. After the Board's determination of the Superintendent's salary for the next school year, the terms of the extension shall be approved and reduced to writing.

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 provision of this Contract is illegal or unenforceable, the remaining terms shall not be affected.

16. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between Superintendent and the District, and supersedes all prior understandings, 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 vote of the Board of Education, has approved this Contract; and by affixing his/her signature below, the Superintendent has accepted this Contract.

LEWIS COUNTY C-I SCHOOL DISTRICT

By: Robert R. Miller
President, Board of Education

9-9-08
Date

Attest: Patricia A. McOmeyer
Secretary, Board of Education

9-9-08
Date

SUPERINTENDENT

Jacqueline R. Esling

Sept. 8, 2008
Date

Approved: 02/13/2008