

**Lexington R-V School District
100 South 13th Street
Lexington, Missouri 64067-1499**

SUPERINTENDENT'S CONTRACT

This Employment Contract, made and entered into this 1st day of February, 2008, by and between the Governing Board of the Lexington R-V School District, hereinafter referred to as **District**, and James F. Judd, 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, 2008, and ending June 30, 2011.

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. He shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under him supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the **District** 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 others 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 his time, attention and energy to the business of the school district. However, he 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 his discretion. Such activities which require the **Superintendent** to be absent from the school district for more than three full working days shall be reported to the Board for approval. **Superintendent** may at his 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 he shall retain any honoraria paid. In no case will the **District** be responsible for any expense attendant to the performance of such outside activities.

3. **Professional Growth of Superintendent**

District encourages the continuing professional growth of **Superintendent** through his participation, as he might decide in light of his responsibilities as **Superintendent**, in:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- B. Seminars and courses offered by public and private educational institutions; and
- C. Informational meetings with other person whose particular skills or backgrounds would serve to improve the capacity of **Superintendent** to perform his professional responsibilities for **District**.
- D. **District shall pay \$1,000 of Superintendent's professional dues for local, state, and national organizations.**
- E. In its encouragement, **District** shall permit a reasonable amount of release time for **Superintendent**, as he deems appropriate, to attend such matters

and pay for the necessary fees for travel and subsistence expenses; as approved by the **District** in the annual budget.

4. **Compensation**

~~\$103,000~~ The **Superintendent's** salary for the 2008-2009 school year will be no less than \$103,000, the 2009-2010 salary will be set no less than the salary set for 2008-2009, and the 2010-2011 salary will be set no less than the salary set for 2009-2010. A monthly in-district travel expense of \$150, plus any actual travel expenses incurred outside the district.

5. **Vacation and Other Benefits**

Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with **District**, including but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits. **The District will pay full family medical insurance.**

6. **Professional Liability**

District agrees that it shall defend, hold harmless, and indemnify **Superintendent** from any and all demands, claims, suits, actions, and legal proceedings brought against **Superintendent** in his individual capacity, or in his official capacity as agent and employee of the **District**, provided the incident arose while **Superintendent** was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under State law. In no case will individual board members be considered personally liable for indemnifying **Superintendent** against such demands, claims, suits, actions and legal proceedings.

7. **Termination of Employment Contract**

This employment contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement of **Superintendent**.

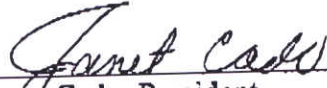
8. **Savings Clause**


If, during the term of this contract it is found that a 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 Employment Contract to be approved by a duly authorized officer and Superintendent has approved this Employment Contract effective on the day and the year specified in paragraph 1, above.

Lexington R-V School District


James F. Judd, Superintendent
Lexington R-V School District


Janet Cado, President
Lexington R-V School Board

Attest: 
Edie Rector, Secretary
Lexington R-V School Board

This Employment Contract was approved by vote of the School Board at the regular Board meeting duly held on February 1st, 2008, and has been made a part of the minutes for that meeting.