

**CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS  
OF THE LIBERTY PUBLIC SCHOOL DISTRICT NO. 53**

This agreement is entered this 12 day of December, 2006, between the Board of Education of the Liberty Public School District ("Board" or "District") and Dr. Phil Wright, ("Superintendent").

1. **TERM.** The District agrees to employ the Superintendent, and Superintendent agrees to accept employment as superintendent of the District's schools, for a period of three years, from July 1, 2007 through June 30, 2010, 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 be responsible 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 administrative staff, teachers and other employees in the manner which most efficiently and effectively accomplishes the educational mission of the District, and shall be responsible 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 duties and supervise the employees and students of the District in a manner consistent with such law 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, and the American Association of School Administrators, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may also become a member of such other organizations as he 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 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 July 1, 2007 through June 30, 2008 contract year shall be One Hundred Seventy Thousand Dollars (\$170,000.00). Fifteen Thousand dollars of the yearly salary shall be paid in accordance with Section 403(b) of the Internal Revenue Code. The remaining salary (\$155,000.00) shall be paid to the Superintendent beginning with a 1/12<sup>th</sup> payment of said sum on July 25, 2007, and 1/12<sup>th</sup> payment of said sum of the 25<sup>th</sup> day of each month thereafter, through and including June 25, 2010.

5. **EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to discuss with the Superintendent an evaluation of his performance under the applicable guidelines for performance based evaluation through Department of Elementary and Secondary Education, or under such other evaluation method jointly agreed upon by the Superintendent and the Board.

6. **BENEFITS.** The Superintendent shall be entitled to any and all 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. Unused vacation days shall not accumulate from year to year, nor shall the District be obligated to compensate the Superintendent for any unused vacation days.

2. **PERSONAL DAYS.** The Superintendent shall be entitled to two (2) paid personal days during each year of this agreement, exclusive of weekends and legal holidays.

3. **SICK DAY.** The Superintendent shall be entitled to ten (10) paid sick days during each year of this agreement, exclusive of weekends and legal holidays. Unused sick leave may be accumulated from year to year. Any accumulated sick days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the per diem rate of 1/250 multiplied by the annual salary then payable to the Superintendent.

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

5. **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent in his individual or representative capacity, which legal actions arise out of or related to the Superintendent's course and scope of employment with the District. Criminal litigation and any defense or indemnification that the District cannot provide under state law are excluded from this indemnification provision. Individual Board members shall not be held personally responsible for the District's obligations to the Superintendent as set forth in this paragraph.

6. **TRANSPORTATION EXPENSE.** The Board shall provide an automobile for the use of the Superintendent, shall purchase appropriate automobile liability insurance, and shall be responsible for all costs and expenses for the maintenance, repair and operation of the automobile. The Board shall reimburse the Superintendent for all other reasonable and necessary automobile expenses. The Superintendent shall be required, as a condition of employment, to use the automobile to visit the sites of schools, attend Board and community functions, and to attend conferences, meetings and workshops. The parties acknowledge and agree that certain use of the automobile constitutes commuting expenses or personal use and therefore constitutes taxable compensation. The Superintendent shall provide the Board with written substantiation of reimbursement amounts intended to be non-taxable, as required by the Internal Revenue Code of 1986, as amended, and the regulations hereunder, and the taxable compensation to the Superintendent shall be assessed in accordance with such law and regulations.

7. **HEALTH, VISION AND DENTAL INSURANCE.** The District shall provide for the benefit of the Superintendent and his immediate family, family hospitalization and medical coverage, and family dental and vision coverage. In no event shall the District be obligated to provide such coverage for family members who are not "dependents" under the policy of insurance or require policy premiums greater than the standard family or dependent coverage available to other District employees.

8. **LIFE AND DISABILITY INSURANCE.** The District shall provide to the Superintendent a policy of term life insurance in a face amount equal to the then effective annual salary. The District shall provide for the benefit of the Superintendent a policy of long term disability in the form as presently provided the Superintendent.

7. **TERMINATION – FOR CAUSE.** This agreement may be terminated for cause following written notice and an opportunity for a hearing. “For cause” includes failure to comply with the terms of this agreement 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. Such notice shall be provided at least sixty (60) days before charges are filed or action is taken, and the Superintendent shall be provided an opportunity to address the causes identified in the written notice. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law. The Superintendent reserves the right to pursue any and all lawful remedies available to him, including but not limited to legal action for breach of contract and the right to appeal the Board’s termination decision.

8. **TERMINATION – MUTUAL CONSENT.** Upon mutual consent and thirty (30) days prior written notice, this agreement may be terminated without penalty or prejudice against either the Board or the Superintendent. In the event this contract should be terminated by mutual consent, the Board shall pay the Superintendent all remuneration and benefits accrued but unpaid during the period of employment immediately prior to such termination.

9. **RETIREMENT.** The Superintendent may, by giving a minimum of sixty (60) days written notice to the Board prior to the end of any school year, retire effective upon the completion of such school year during the term of this agreement and terminate this agreement effective upon such date. In order to exercise this option, the Superintendent must be eligible to receive benefits under the Teacher Retirement System if vested.

10. **CONTRACT EXTENSION.** By February 1 of each year (beginning 2008) that this agreement remains in effect, the Board 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. In no event shall the percentage increase in the Superintendent’s annual salary exceed the percentage increase of the District’s certified teaching staff in the same year. The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties. A failure by the Board to notify the Superintendent in writing 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 February 1 of such year.

11. **SEVERABILITY.** If it is determined at any time that any provision of this agreement is illegal or unenforceable, the remaining terms shall not be effected.

12. **BOARD AUTHORIZATION AND SIGNATURES.**

**BY ORDER OF THE BOARD OF EDUCATION.** The District has approved this agreement by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below.

*(signatures on next page)*

LIBERTY PUBLIC SCHOOL DISTRICT NO. 53.

BY: *Robert Young* 12-12-06  
President, Board of Education Date

Attest: *Sandra Cockrum* 12/13/06  
Secretary, Board of Education Date

SUPERINTENDENT.  
*Phil Wright* 12-12-06  
Dr. Phil Wright Date