

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Agreement is made and entered into this 9th of January, 2007, between Dr. John W. Hood ("Superintendent"), and the Board of Education of the Licking R-VIII School District ("Board").

1. **TERM.** The Board agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's schools, subject to the provision of this Agreement, for a period of three years, commencing on July 1, 2007, and ending June 30, 2010.
2. **COMPENSATION.** The annual salary payable to the Superintendent shall be as follows:
 - a. Superintendent shall receive a total annual salary for the 2007-2008 school year (July 1, 2007 through June 30, 2008) in the amount of \$72,500, to be paid in twelve equal installments, or as otherwise provided by Board of Education Policy.
 - b. Superintendent's salary for the 2008-2009 school year (July 1, 2008 through June 30, 2009) shall be increased by not less than zero percent (0%) nor more than ten percent (10%) of Superintendent's salary for the 2007-2008 school year, and shall be paid in twelve equal installments, or as otherwise provided by Board of Education policy. The exact amount of such increase shall be based upon the Superintendent's performance and the District's financial condition, as determined by the Board of Education in its judgment and at its sole discretion.
 - c. Superintendent's salary for the 2009-2010 school year (July 1, 2009 through June 30, 2010) shall be increased by not less than zero percent (0%) nor more than ten percent (10%) of Superintendent's salary for the 2008-2009 school year, and shall be paid in twelve equal installments, or as otherwise provided by Board of Education policy. The exact amount of such increase shall be based upon the Superintendent's performance and the District's financial condition, as determined by the Board of Education in its judgment and at its sole discretion.
3. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition shall be entitled to ten (10) days paid vacation during each year of this Agreement, exclusive of weekends and legal holidays.
4. **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 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.

- 5. **EVALUATION.** The Board of Education shall devote a portion of all of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his performance under the applicable guidelines for performance based evaluation available through the Department of Elementary and Secondary Education, under another evaluation method agreed upon by the Superintendent and the Board.
- 6. **GOVERNING LAW.** The provisions of this Contract will be governed by the laws of the State of Missouri.
- 7. **ENTIRE AGREEMENT.** This Contract constitutes the entire Agreement between Superintendent and the Board, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to the Contract must be in writing and signed by the parties.
- 8. **CONTRACT EXTENSION.** By January 31, 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.
- 8. **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.

BY THE 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.

3-12-07
Date

Bria Fried
President, Board of Education

3-12-2007
Date

Jack R. Rinne
Secretary, Board of Education

3/12/07
Date

Dr. John W. Hood
Dr. John W. Hood, Superintendent