

CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS LINN COUNTY R-I SCHOOL DISTRICT

This agreement is entered this 9th day of June, 2008 between the Board of Education of the Linn County R-I School District ("Board" or "District") and John E. Brinkley ("Superintendent").

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 2 year(s), from 2008-2009 through 2009-2010, 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 have the 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 or she 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.

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 Association, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of such other organizations, as he or she 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 or her 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 2008-2009 school year shall be \$83,479.85. The salary payable to the Superintendent under this agreement for the 2009-2010 school year shall be the \$83,479.85 + The Same Total Percent Increase for Certificated Staff for the 2009-2010 above the 2008-2009 School Year. Salary shall be paid in equal installments on a monthly basis and subject to all deductions required by law.

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

6. BENEFITS. The Superintendent shall be entitled to all of the benefits applicable to certificated employees plus one personal day, and in addition shall be entitled to the following benefits:

- (1) **VACATION.** The Superintendent shall be entitled to 15 days paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Vacation days shall be cumulative to the extent that unused vacation days earned during a given year may be carried over for use during the next year. Any accumulated vacation 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.
- (2) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his or her duties.
- (3) **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his

employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense of indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligations to the Superintendent under this paragraph.

(4) **TRANSPORTATION EXPENSE.** As a condition of employment, the Superintendent is required to purchase or lease a personal owned automobile for business purposes. As the Superintendent shall be required to travel and make business related trips including, but not limited to, meetings with District representatives, parents, attorneys, auditors and constituents, it is recognized that the Superintendent will incur certain expenses of a business nature for the use of said vehicles. Therefore, the Board will reimburse the Superintendent the sum of **\$.35 per mile**, payable for the business use of said vehicle. The Superintendent shall submit appropriate substantiation of all business expenses incurred. The Superintendent shall bear all costs associated with the purchase, upkeep and maintenance of the vehicle.

7. **TERMINATION – DISABILITY.** In the event of any illness or disability which renders the Superintendent unable to perform the essential duties required under this agreement 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 entitled, which period of leave shall be paid, and an additional period of paid leave if necessary so that the total period of paid leave terminates effective with the payment of benefits under any policy of disability insurance provided under this agreement, or six months from the date that such illness or disability caused the Superintendent to become unable to perform duties under this agreement, whichever period is shorter, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

8. **TERMINATION – FOR CAUSE.** This contract may be terminated, following written notice and an opportunity for a hearing, for cause, including failure to comply with the terms of this contract 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, at least sixty days before charges are filed, and an opportunity to address the problem areas identified in the written notice. Following termination of this contract by the Board of Education, no further salary shall be payable. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.

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

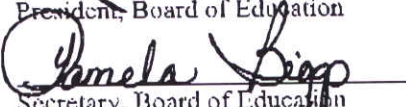
10. **BOARD AUTHORIZATION AND SIGNATURES**

BY 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.

LINN COUNTY R-I SCHOOL DISTRICT

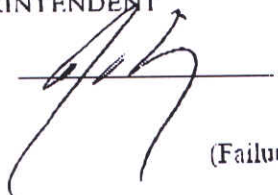
By: 
President, Board of Education

6-11-08
date

Attest: 
Secretary, Board of Education

6-11-08
date

SUPERINTENDENT



6-10-08
Date

(Failure of a criminal background check will void this contract.)