

**EMPLOYMENT CONTRACT  
BETWEEN  
M. JEREMY TUCKER  
AND THE  
GOVERNING BOARD OF THE  
LOGAN-ROGERSVILLE-VIII SCHOOL DISTRICT**

This employment Contract, made and entered into this 5th day of February, 2008, by and between the Governing Board of the LOGAN-ROGERSVILLE R-VIII SCHOOL DISTRICT, and M. JERMEY TUCKER 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 educational 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 of THREE years, commencing JULY 1, 2008, and ending JUNE 30, 2011.

2. **PROFESSIONAL CERTIFICATION AND DUTIES 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 his 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 select all personnel 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

## SUPERINTENDENT'S CONTRACT (CONT)

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of the Superintendent and such other 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 citizens committee meetings, serve as an ex-officio member of the 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 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 TWO (2) 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 DISTRICT be responsible for any expenses attendant to the performance of such outside activities.

3. **PROFESSIONAL DEVELOPMENT.** 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 or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT as he deems appropriate, to attend to such matters and pay for the necessary registration fees, travel, and subsistence expenses, (reimbursement for actual out-of-district travel expense) as approved by the District in the annual budget.

## SUPERINTENDENT'S CONTRACT (CONT)

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**4. COMPENSATION.**

The Superintendent's salary for the 2008-2009 school year shall be \$115,000.00. The salary for the 2009-10 school year shall be \$115,000.00. The salary for the 2010-11 school year shall be \$115,000.00. Salary shall be payable in equal installments on a monthly basis and subject to all deductions as required by law.

**5. BENEFITS.**

A. VACATION. SUPERINTENDENT shall be entitled to fifteen (15) days paid vacation during each year of the agreement, exclusive of weekends and legal holidays. Any unused vacation days may be carried over for future use. These unused days may be taken only with prior approval from the Board if above the specified fifteen (15) days per year.

B. EXPENSE REIMBURSEMENT. SUPERINTENDENT shall be reimbursed by the Board of Education for reasonable and necessary expenses required in the performance of his duties, including lodging, meals, and other necessary fees. The reimbursement for travel expenses will be @ \$.375 cents per mile.

C. 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 to the full extent such indemnification is allowed 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.

D. OTHER. SUPERINTENDENT shall be entitled to all of the benefits applicable to certificated employees and administrative personnel as are incident to their employment relationship with the district. These include, but are not limited to: all types of leaves, any form of insurance protection, retirement program, and other certificated and administrative employee benefits. In addition, the district shall

- i. pay the cost of a life insurance policy valued at \$150,000.00.
- ii. pay the cost of the health, vision, and dental insurance for the Superintendent, his spouse, and his children, as per board minutes of February 5, 2008.
- iii. pay a vehicle allowance of \$4,800 annually (\$400 per month).

## SUPERINTENDENT'S CONTRACT (CONT)

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6. **CONTRACT EXTENSION**. By February 1 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 or years, under the same terms and conditions, subject to modification of the salary for such additional year(s). The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties.

7. **TERMINATION OF EMPLOYMENT CONTRACT**. This employment contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement of SUPERINTENDENT
- C. **Disability of SUPERINTENDENT (mental, emotional, or physical disability)**
- D. Discharge for cause.

Discharge for cause shall constitute conduct which is seriously prejudicial to DISTRICT, including but not limited to, neglect of duty, breach of contract, or any cause for which the employment of a permanent teacher may be terminated. Notice of charges and of the opportunity for a hearing shall be given in writing and SUPERINTENDENT shall be entitled to appear before the Board to discuss such causes. If SUPERINTENDENT chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed session. SUPERINTENDENT shall be provided a written decision describing the results of the meeting. The SUPERINTENDENT may be suspended with pay pending the Board's final decision. If discharged for cause, no further amounts shall be due under the contract.

E. The district may completely discharge its obligations under this agreement at any time by paying to the SUPERINTENDENT all salary to which he would be entitled under the remainder of the contract term.

F. The SUPERINTENDENT may request to be released from this agreement, and the Board may grant such request upon payment of monies to be determined at the time and as the situation suggests.

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.

**SUPERINTENDENT'S CONTRACT (CONT)**

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**IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in paragraph 1, above.**

**LOGAN-ROGERSVILLE R-VIII SCHOOL DISTRICT**

By: *Charles A. Madley*  
(President)

*Deborah Mathews*  
(Secretary)

*M. James Tucker*  
(Superintendent)

**This Employment Contract was approved by vote of the School Board at a public meeting duly held on FEBRUARY 5, 2008, and has been made a part of the minutes for that meeting. The vote being seven positive, 0 negative, and 0 abstaining.**