

# Lonedell R-14 School District

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Lonedell, Missouri 63060  
636-629-0401 Fax 636-629-5561

## SUPERINTENDENT EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into by and between Rolla O. Fraley and the Board of Education for the Lonedell R-14 School District ("Board" or "District"). The Board has and does hereby employ Rolla O. Fraley as Superintendent (hereafter referred to as "Superintendent" or "employee") for a period of two years at Two Hundred and Sixty (260) days per year.

Employment shall commence on July 1, 2007 through June 30, 2009. The required two hundred and sixty days of employment each school year shall be completed within the timeframe each school year as directed by the Board of Education. Both parties agree that Superintendent shall perform the duties of, in, and for the public schools of said District, as prescribed by the laws of the State of Missouri, and by the rules and regulations made by the Board of Education of the District, as well as those duties assigned by the Board of Education.

WITNESSETH:

The annual salary for the year (FY08) commencing July 1, 2007, through June 30<sup>th</sup> 2008 shall be \$97,310.77;

The annual salary for the year (FY09) commencing July 1, 2008, through June 30<sup>th</sup> 2009 shall be set at a later date, and shall be based upon performance and District resources, but shall be no less than the FY08 salary of \$97,310.77.

Superintendent shall also be entitled to all non-monetary benefits to which other certified staff are entitled, or hereinafter become entitled to, during the term of this Agreement.

The parties further agree as follows:

1. The Superintendent agrees to perform faithfully the duties and obligations of in accordance with the laws of the State of Missouri and the rules, regulations, and policies of the Board of Education, which exist or which may hereafter be created by

the Lonedell R-14 Board of Education.

2. The Superintendent agrees to devote his full time, skill, labor, and attention to his employment during the term of this Contract, and will not engage in any pursuit, which interferes with the proper discharge of his duties.
3. The Superintendent shall be reimbursed by the Board for meals, lodging, and other necessary approved expenses incurred in the performance of his duties.
4. The Superintendent shall receive personal health insurance coverage and any other personal benefits accorded to other professional employees of the District, life insurance in the amount of \$40,000, short term and long term disability insurance, and three weeks vacation and personal days as outlined in Board Policy 4320. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent.
5. The Superintendent may join national and state professional organizations related to the duties of the Superintendent, as well as those organizations required by the Board. In addition, the Superintendent shall attend appropriate professional meetings at the local and state level. The Board shall pay the costs of such approved memberships and meetings in an amount not to exceed \$500.00 annually unless the Board approves a higher amount in advance.
6. The Board of Education shall defend, hold harmless, and indemnify the employee from all demands, claims, suits, actions, and legal proceedings brought against the employee in his/her individual capacity, or in his/her official capacity as agent and employee of the Board of Education, provided that the incident giving rise to such demand, claim, suit, action, and legal proceeding arose while the employee was acting within the course and scope of his/her employment.
7. The Superintendent shall maintain a valid and/or appropriate certificate/s to act as Superintendent in the State of Missouri, as required by state law and as otherwise directed by the Board of Education.
8. This Agreement may be terminated during its term for cause and/or as otherwise permitted by law. Employee further acknowledges that employee must be able to

physically perform the essential functions of his/her position (as established by the Board) at all times, and that failure to be able to perform such essential functions warrants the immediate cancellation of any remaining employment term as permitted by law.

9. Following the Board's decision to discharge in accordance with paragraph 8, the employee shall have the right to service of written charges, notice of hearing, and an opportunity to provide the Board with reasons why his employment should not be terminated. Superintendent agrees that any proceeding conducted under this paragraph shall occur in closed session.
10. That the Board of Education shall devote a portion of, or all of one meeting during each contract year, to a discussion of the working relationship between the Superintendent and the Board, and concerning the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.
11. Renewal of the Superintendent's contract shall be considered and a decision made to offer, or not to offer, an additional contract year at a Board of Education meeting in February during each contract year. The Board of Education may, at its discretion, choose to contract with the Superintendent for an additional year under terms agreeable to both parties.
12. Notwithstanding the foregoing paragraphs, and separate from and independent of any other clause or provision under this Agreement, the Board may completely discharge its obligations under this Agreement at any time by paying the Superintendent as follows: (1) If the Board desires to satisfy this Agreement during the final school year of contracted employment governed by this Agreement, then the Board may do so upon paying the Superintendent the full remaining salary due for that school year; or (2) If the Board desires to satisfy this Agreement during any school year preceding the final school year of contracted employment under this Agreement, then the Board may do so upon paying the Superintendent the remaining salary due for the school year in which satisfaction of this Agreement is to occur, plus an additional \$15,000 to be identified as a "buy-out severance payment." Any amounts paid under this paragraph shall be subject to withholdings and deductions as required by law. However, the \$15,000 buy-out severance payment shall be construed as severance

(not salary) and shall not be subject to either mandatory or permissible retirement contributions under the Public School Retirement System laws.

*In witness whereof, Board and Employee have executed this Agreement as of the date by which both parties have affixed their signatures.*



Superintendent  
Rolla O. Fraley

5-11-07

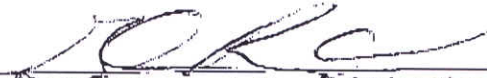
Date



President, Warren Spike Huff, Board of Education

5-21-07

Date



Secretary, Glen Reed, Board of Education

5-21-07

Date