

**Contract To Serve As Superintendent of Schools  
Macks Creek R-V School District**

This agreement is entered this 17<sup>th</sup> day of December, 2007, between the Board of Education of the Macks Creek R-V School District (hereinafter "Board" of "District") and Donna Moffatt (hereinafter "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 **two years, from July 1, 2008, 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 enabling him to serve as 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 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 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 national and local district organization, and attend meetings and programs sponsored by such organizations at District expense. The Superintendent may become a member of such other organizations, as he may deem appropriate at District expense if approved by the Board.
4. **Compensation.** The salary payable to the Superintendent under this agreement for the school year shall be seventy-two thousand dollars (**\$72,000.00 per year**). Salary shall be payable in twelve (12) 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 two meetings each contract year 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, 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, except that the following benefits shall be applicable to the Superintendent.

- (1) *Vacation.* The Superintendent shall be entitled to ten (10) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Vacation days shall be taken within the twelve months of the contract year in which earned, and shall not be cumulative.
- (2) *Health and Other Benefits.* The Superintendent shall receive health coverage and any other benefits accorded to other certificated employees of the District, including any improvements in benefits during the term of this agreement.
- (3) *Indemnification.* The District agrees to defend, hold harmless and indemnify the Superintendent from any claims, liabilities or losses sustained while acting within the scope of his employment, to the extent permitted by law and to the extent of insurance coverage available for such purpose.
- (4) *Travel Expenses.* The Superintendent shall receive two hundred dollars (\$200.00) per month for travel expenses.

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 accommodations, following the expiration of any period of leave required by law, and including any regular paid sick leave days or other paid leave days to which the Superintendent is entitled, and an additional period of unpaid leave so that the total period of absence from duties is six months, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard, after which all obligations of the parties under this agreement will cease. The parties agree that the Superintendent is a “key employee” and that it would impose an “undue hardship” on the district to hold the position open for more than six months. Notwithstanding any provision of this paragraph, if at any time it appears that the Superintendent will not be able to perform the essential functions of the position, with or without reasonable accommodation for the remainder of the contract period, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard, after which all obligations of the parties under this agreement will cease except for the payment of any accumulated sick leave or other paid leave to which the Superintendent may be entitled.

8. **Termination -- For Cause.** This contract may be terminated during its term, 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. Prior to termination based upon inadequate performance of administrative duties (excluding willful insubordination, immoral conduct, criminal acts, or similar causes) the Superintendent shall be given written notice of performance concerns that may result in termination if not corrected, at least sixty days before changes 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 by law.

10. **Retirement.** The Superintendent may, by giving a minimum of ninety 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 full benefits under the Teacher Retirement System. If, following retirement under this section, the Superintendent accepts employment as a school administrator in another district for a period covered under this agreement, the Superintendent shall pay to the District, as liquidated damages and not as a penalty, an amount equal to the salary payable for such a period.

11. **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, 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.

12. **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.

13. **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.

Superintendent

*Donna Moffatt*

Date 1-18-08

Donna Moffatt

Macks Creek R-V School District

By: *Lee Stoufer*  
Lee Stoufer, President  
Macks Creek R-V School District  
Board of Education

Date: 2-18-08

Attest: *Renee Kingston*  
Renee Kingston, Secretary  
Macks Creek R-V School District  
Board of Education

Date: 2/18/2008

Salary: \$72,000.00