

## SUPERINTENDENT'S CONTRACT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of May, 2004, by and between Macon County R-1 School District, acting by and through its Board of Directors, and Debra J. Livingston.

### **WITNESSETH:**

**WHEREAS**, the Macon County R-I School District desires to establish contractual relations between itself and Debra J. Livingston and further desires to employ the said Debra J. Livingston for a term hereinafter designated in the capacity of and under the designation as Superintendent of Macon County R-1 School District, and

**WHEREAS**, said School District desires to define the general duties of the office of Superintendent, as well as to otherwise prescribe and generally define the obligations of the office, define the benefits to which she is entitled and to fix her compensation by reason of this contract of employment.

### **IT IS THEREFORE AGREED AS FOLLOWS:**

The Macon County R-1 School District, acting by and through its Board of Directors, does hereby employ Debra J. Livingston as Superintendent for thirty-six (36) months from the date of July 1, 2004, under the following conditions:

#### **I. COMPENSATION**

- (a) The Superintendent shall receive, as salary on this contracted period (July 1, 2004 to June 30, 2005); a total sum computed at a rate of \$82,000.00 per annum, payable in equal monthly installments.
- (b) The Superintendent shall receive, as salary on this contracted period (July 1, 2005 to June 30, 2006); a total sum computed at a rate of \$82,000.00 per annum, payable in equal monthly installments.

- (c) The Superintendent shall receive, as salary on this contracted period (July 1, 2006 to June 30, 2007); a total sum computed at a rate of \$82,000.00 per annum, payable in equal monthly installments.
- (d) The Board hereby retains the right to adjust the salary rate of the Superintendent during the term of her contract; however, said salary adjustment shall not operate to reduce the rate of salary below the figure stated above. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract, but shall not be construed to extend the termination date of this contract. The Board may, by specific action, extend the termination date of the existing contract.

## **II. DUTIES AND CONTRACTUAL RESPONSIBILITIES**

- (a) The Superintendent agrees to perform faithfully the duties of the office of Superintendent as set out in this contract and as prescribed by the rules, regulations, and policies of the Board, as well as the School Laws of the State of Missouri.
- (b) The Superintendent shall furnish, throughout the life of this contract, a valid and appropriate certificate as defined in Classification Standards of the Department of Education to act as Superintendent in the State of Missouri as directed by the Board and that the Superintendent hereby agrees to devote her time, skill, labor, and attention to said employment during the term of her contract, provided, however, that the Superintendent by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

- (c) The Superintendent does hereby agree to have a medical examination each year; that a statement certifying to the physical competency of the Superintendent shall be filed with the clerk or Secretary of the Board and treated as confidential information by the Board, cost of said medical examination to be borne by the District.
- (d) The Superintendent will have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the Macon County R-I Public Schools. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent subject to approval of the Board; and the Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.
- (e) The Board shall pay the cost of the Superintendent's transportation required in the performance of her official duties during this employment under this contract. This shall be paid on an actual expenses incurred basis, with District allotted-per-mile allowances.
- (f) The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent -Board relationships and shall inform her, annually, of any inadequacies as perceived by the Board.
- (g) The Superintendent shall receive fifteen (15) days vacation annually, exclusive of legal holidays, and shall be entitled to twelve (12) days of sick leave annually. Vacation time shall be taken within twelve (12) months of the

year in which it is earned and not during the school calendar, exclusive of Christmas break.

- (h) The Superintendent shall receive a bereavement leave benefit (spouse, parents, children, in-laws, siblings, and step-relations) to have an additional five days of leave. This leave would not be charged against either their sick or personal leave days.
- (i) Superintendent shall receive two personal days per year. Allow unused personal days to accumulate to five, instead of two, before rolling the days over into the sick leave total. This would allow a person to bank, and use, up to five personal days in a year.
- (j) The Superintendent shall attend appropriate professional meetings at the local, state and national level, the expenses of said attendance to be incurred by the District. The Board expects the Superintendent to continue her professional development and expects her to participate in relevant learning experiences. The Superintendent shall file an itemized expense statement.
- (k) The Superintendent's professional dues will be paid to the Missouri Association of School Administrators. Dues to service organizations will not be paid by the District, with the exception of Rotary.
- (l) The Superintendent shall receive health insurance coverage and other personal benefits accorded to other professional employees of the District. Any improvements in fringe benefits as may be developed through bargaining or provided on any other basis to teachers will automatically apply to the superintendent.

(m) The School District will defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent as an individual or as an agent to the School District, so long as they are related to performance of duty.

(n) The Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual written consent of the Board and the Superintendent.

### **III. TERMINATION**

Through the terms of this contract, the Superintendent shall be subject to discharge for good and just causes, said causes to be given, in writing, to the Superintendent at the time of any alleged existence of any good and just cause, provided, however, the Board agrees that it will not arbitrarily or capriciously call for the dismissal of said Superintendent and further provided that the Board agrees that the Superintendent shall have the right to written charges, notice of hearing and fair hearing before the Board. In the event the Superintendent chooses to be accompanied by legal counsel at any such hearing, she will assume the cost of her legal expenses.

### **IV. EXCEPTIONS**


Any exceptions or amendments to this contract shall be in writing and be the subject of mutual consent and agreement between the Board and the Superintendent, otherwise, the Superintendent shall, in all respects, fulfill the spirit, intent and obligations created by this contract.

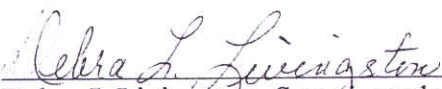
IN WITNESS WHEREOF, the parties have hereunto set there hands this \_\_\_\_ day of May,

2004.

MACON COUNTY R-I SCHOOL DISTRICT

By:

  
\_\_\_\_\_  
Toni Riekeberg, President  
Board of Education

  
\_\_\_\_\_  
Debra J. Livingston, Superintendent  
Macon R-1 School District

  
\_\_\_\_\_  
Deborah Baker, Secretary  
Board of Education