

MALTA BEND R-V SCHOOL DISTRICT
SUPERINTENDENT CONTRACT

The Employment Contract (hereinafter referenced as "Contract" or "Agreement") is made and entered into on the date of mutual execution below by and between the **Board of Education ("Board" or "Board of Education") of the Malta Bend R-V School District**, hereinafter referred to as "District," and **Melissa Vesser**, hereinafter referred to as "Superintendent."

WHEREAS, the Board desires to provide Superintendent with a written employment contract in order to enhance administrative ability to and continuity within the schools, which District believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board 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 education program of the schools.

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified, agree as follows:

1. **TERM.** The Board agrees to employ Superintendent, and Superintendent agrees to accept such employment as Superintendent of the District's schools, for the **2007-2008 and 2008-2009 school years**, subject to the provisions of this Agreement.
2. **DUTIES.** The Superintendent shall at all times during the term of this agreement possess a valid certificate enabling the Superintendent to serve as a 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, the Superintendent shall be responsible, in accordance with Missouri law, for the recruitment and 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, for overseeing the implementation of the Board-approved curriculum, 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 her duties and supervise the employees and students of the District in a manner consistent with such laws and regulations. The Superintendent shall also submit all reports in a timely manner. The Superintendent shall keep the Board regularly informed of her out-of-District, school-related meetings, trips and school-related activities. Further, the Superintendent shall ensure that she establishes and maintains a presence in the community, that she works to enhance relationships with the community, and that she is a visible presence at school events.

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 and/or that may be

assigned by the Board. The Superintendent shall also comply with Board directives regarding job duties and hours.

3. PROFESSIONAL DEVELOPMENT. The Superintendent may become a member of educational or professional organizations as she may deem appropriate, at District expense, if approved in advance by the Board. Unless otherwise approved in advance by the Board, the Superintendent may participate in any other educational program at District expense within amounts budgeted for such purposes if such participation is in the best interest of the District and if the program is approved in advance by the Board at its monthly meeting. The annual budget submitted by the Superintendent shall include amounts necessary for purposes of this paragraph.

4. EVALUATION. The Board shall devote a portion, or all, of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of her job performance. The Board shall determine the appropriate method for evaluation of the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.

5. COMPENSATION. The salary payable to the Superintendent for the 2007-08 contract year shall be **\$62,000**. This amount shall be paid in equal installments on a monthly basis and shall be subject to all withholdings and deductions required under law and voluntarily elected by the Superintendent. The Superintendent's salary for the 2008-2009 school year shall be increased by not less than 2% nor more than 5% of the Superintendent's salary for the 2007-2008 school year. The amount of increase for the 2008-2009 school year shall be determined by the Board of Education, in its judgment and at its sole discretion, based upon the Superintendent's performance and the financial condition of the District.

6. HEALTH INSURANCE CONTRIBUTION. The Superintendent shall receive **\$300 per month as a health-insurance stipend. This stipend shall automatically terminate, without the need for further Board action, if the District offers a health-insurance plan that covers the Superintendent.**

7. VACATION. The Superintendent shall be entitled to **ten (10) days paid vacation during each school year** of this Agreement, exclusive of weekends and legal holidays. Vacation days not used by the end of the school year will be forfeited.

8. SICK LEAVE. The Board shall provide the Superintendent **twelve (12) sick days and three (3) personal days**, to be used according to Board Policy governing sick leave for certified employees. When taking sick days and/or personal days, the Superintendent shall be required to complete and submit to the Board Secretary the same form that certified staff must use when taking sick/personal days. If this Agreement ends and is not followed by a contract for a successive school year, accumulated sick leave shall be liquidated into cash at the rate established under Board of Education policy for unused sick leave days for certificated staff, subject to all applicable taxes and other required deductions.

9. OTHER WORK. The Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations, so long as such other work does not interfere in a material and substantial way with the Superintendent's obligations set forth in this agreement.

11. EXPENSE REIMBURSEMENT. The Superintendent shall be reimbursed by the Board of Education for expenses that are used to aid her in the performance of her duties as Superintendent. This amount shall not exceed \$2,500 per school year. Such expenses are not to be charged to District credit cards or accounts; Superintendent must submit receipts for expenses within sixty (60) days of the accrual of the respective expense. The District reserves the right to reject reimbursement for any expense that it deems unrelated to the performance of the Superintendent's duties.

12. TRANSPORTATION EXPENSE. As a condition of employment, the Superintendent is required to purchase or lease a personally owned automobile for business purposes. As the Superintendent shall be required to travel between campuses and make other business related trips including, but not limited to, meetings with District representatives, attorneys, auditors, parents, and constituents, it is recognized that the Superintendent will incur certain expenses of a business nature for the use of said vehicle. Therefore, the District will reimburse the Superintendent for the business use of her vehicle in the annual amount of \$1,750, payable in equal monthly installments, for extended automobile travel expense when on school business. No additional per-mile allowance will be provided to the Superintendent for any duties performed by the Superintendent, regardless of when they occur, including but not limited to travel to and from games, school events/activities/functions, and school and/or professional meetings. The Superintendent shall maintain records and submit appropriate substantiation of all business transportation expenses incurred. To the extent that this allowance is unsubstantiated, it shall be included in the Superintendent's taxable income. Except as provided above, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle.

13. DEFENSE AND INDEMNIFICATION. The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of her employment with the District based upon acts within the course and scope of employment, excluding criminal litigation and any defense or indemnification that the District cannot provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

14. TERMINATION FOR CAUSE. This Agreement may be terminated, following written notice and an opportunity for a hearing for cause, which shall be defined to include, but shall not be limited to, the following: (i) neglect of duties and responsibilities; (ii) poor performance, incompetence, or inefficiency in the line of duty; (iii) failure to comply with the policies and/or rules and regulations of the Board; (iv) failure to comply with directives of the Board; (v) failure to abide by the laws of the state of Missouri; (vi) immoral conduct; (vii) material breach of this contract; or (viii) any other good or just cause as defined by Missouri law. Following termination of this contract by the Board, no further salary shall be payable. The Superintendent may be suspended with pay pending the decision of the Board. Prior to discharge, the Superintendent shall be given an opportunity for a hearing before the Board as required by law. The Superintendent retains the right to pursue any and all remedies available, including legal remedies, should the Board pursue termination of this Agreement under this paragraph. If the Superintendent chooses to be represented by legal counsel at such hearing, she shall bear any costs attendant to such representation. Such hearing shall be conducted in closed, executive session unless otherwise provided by mutual agreement of the parties or otherwise required by law.

15. **TERMINATION BY MUTUAL AGREEMENT.** This Agreement may be terminated by mutual agreement of the parties at any time.

16. **SATISFACTION OF CONTRACT.** Notwithstanding the foregoing, and separate from and independent of any other clause or provision under this Agreement, the Board may completely satisfy its obligations under this Agreement at any time by paying the Superintendent the contractual amount remaining for the school year in which such satisfaction is to occur, plus an additional amount of \$10,000 if there are any additional school years that are contracted but not yet served under the contract.

17. **COOPERATION UPON DEPARTURE.** If the Superintendent is discharged or if this Agreement is satisfied as described above, the Superintendent agrees that she will cooperate with the District with respect to the defense of any charges, claims, demands or litigation that is alleged or brought against the District, regardless of whether such charges, claims, demands or litigation or is pending against the District at the time of her departure or thereafter.

18. **GOVERNING LAW.** The provisions of this Agreement will be governed by the laws of the State of Missouri.

19. **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.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties, and supersedes all prior understandings, whether oral or written, between them. Any amendments or modifications to this Agreement must be in writing and signed by the parties.

BY ORDER OF THE BOARD OF EDUCATION, the Board has approved this contract by majority vote, and the Superintendent has accepted by signing below.

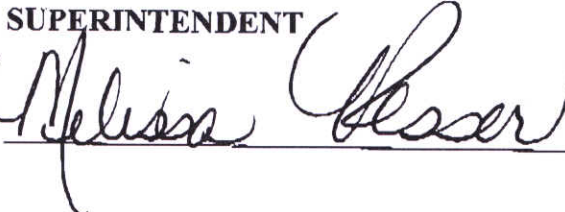
MALTA BEND R-V SCHOOL DISTRICT

By: 
President, Board of Education

6/18/07
Date

Attest: 
Secretary

6-18-07
Date

SUPERINTENDENT


6-18-07
Date