

EMPLOYMENT CONTRACT

This employment contract, made and entered into this 12th day of April, by and between the Maries R-1 School District, hereinafter referred to as "District", and Richard Spacek, 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 school which District believes generally improves the quality of its overall education 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 education 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 3 year term commencing July 1, 2007, and ending June 30, 2010.

2. **Professional Certification and Responsibilities 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 of Education of the District, hereinafter referred to as "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 incidental to the office 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 citizen committee meetings, serve as an ex-officio member of 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.

3. **Compensation.** The Superintendent's salary for the 2007-08 shall be EIGHTY-ONE THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$81,461). He shall be paid in installments as are other twelve month administrative employees. The salary for the school years 2008-09 and 2009-10 shall be a minimum of \$81,461.

4. **Vacation and Other Benefits.** Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incidental to their employment relationship with District, including but not limited to, illness benefits and leaves, any form of insurance protection, retirement program and other administrative employee benefits. Superintendent shall be entitled to **three (3) weeks vacation each year** of employment hereunder.

5. **Expenses.** District shall pay Superintendent for **expenses and mileage relative to the continuing performance of duties** under this Employment Agreement. Monthly expenses verification vouchers of this amount will be filed by Superintendent.

6. **Professional Liability.**

A. 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; excluding, however, criminal litigation. Indemnity shall be limited to such indemnity for liability that is within the authority of the Board to provide under Missouri law. In no case will individual board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

B. The Superintendent may engage counsel at his own expense to represent his interests.

C. District shall not, however, be required to pay any costs of any legal proceedings in the event District and Superintendent had adverse interests in such litigation.

7. **Medical Examination.** In light of the unique nature of the professional duties of Superintendent of Schools, the Superintendent shall provide to the District **once every two (2) years** a written report of a recent medical examination by a licensed physician of the continued physical fitness of the Superintendent to perform his duties. Such report shall be confidential.

8. **Evaluation.** Superintendent shall submit to the Board a recommended format for administrator evaluation within ninety (90) days of the effective date of this contract.

9. **Termination of Employment Contract.** This employment contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Disability

In the event of disability by illness or incapacity, after Superintendents' sick leave has been exhausted, the compensation shall be reinstated after Superintendent has returned to employment and undertaken the full discharge of his duties. District may terminate this contract by written notice to Superintendent at any time after Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of sixty (60) days. All obligation of District shall cease upon such termination.

If a question exists concerning the capacity of Superintendent to return to his duties, District may require Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine. District and Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be at the

expense of the District. The physician shall limit his report to the issue of whether the Superintendent has a continuing disability which prohibits him from performing his duties.

C. Discharge for Causes. Superintendent may be discharged for conduct which is 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 causes, no further amounts shall be due under the contract.

In the event that the Board terminates the contract under clause D, the requirement of the hearing before the Board shall not apply.

D. The District may completely discharge its obligations under this agreement at any time by paying to the Superintendent all salary to which the Superintendent would be entitled under the remainder of the contract term.

10. **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.

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.

MARIES R-1 SCHOOL DISTRICT

By: Loyal S. Henderson, DTM
President of the Board

Ben Walsh
Secretary to the Board

Richard Spacek
Richard Spacek, Superintendent

This employment contract was approved by vote of the Board at the regular school board meeting duly held on January 22, 2007 and has been made a part of the minutes of that meeting.

MARIES R-1 School
2007-2008

CONTRACT FOR EXTRA DUTIES

This agreement is entered into this 15th day of August, 2007, by and between RICHARD SPACEK, ("the employee") and the Board of Education of the Maries County R-1 School District (the "Board") under the authority of Section 168.201, RSMo.

The employee agrees to perform the following described extra duties during the 2006-2007 school year:

TITLE 1 COORDINATOR

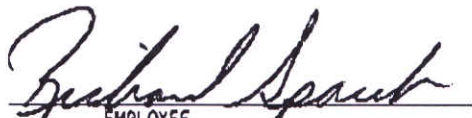
\$2,400

The total compensation payable for such extra duties shall be \$2,400 payable in equal monthly installments subject to deductions and withholdings required by law or authorized by the Board and the employee.

The employee is subject to and agrees to comply at all times with all of the provisions, duties and requirements applicable to the performance of such extra duties as directed by the Superintendent or the employee's immediate supervisor, and as stated in any applicable job description, written policies, rules and regulations of the district, whether adopted or modified before or after the effective date of this contract. The employee acknowledges access to copies of all such job descriptions, policies, rules and regulations.

This contract may be terminated during its term, after notice and a hearing, for good cause, including but not limited to any material breach or any cause stated by law for the termination of permanent or probationary employees. This contract shall terminate automatically upon termination or non-renewal of the employee's permanent or probationary employee's contract.

In witness hereof, the Board and the employee have executed this agreement as of the date by which both parties have affixed their signatures, which date is first above written.


EMPLOYEE

BY ORDER OF THE BOARD OF
EDUCATION
MARIES COUNTY R-1 SCHOOL DISTRICT

BY: 
PRESIDENT

ATTEST: 
SECRETARY