

MARYVILLE R-II SCHOOL DISTRICT  
Maryville, MO

SUPERINTENDENT'S CONTRACT

7083.33

This agreement, made and entered into this 19th day of May, 2004, between **VICKIE MILLER**, a legally qualified public school teacher, hereinafter referred to as Superintendent, and the Board of Education of the Maryville R-II School District, County of Nodaway, State of Missouri, hereinafter referred to as District.

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

WHEREAS, District and Superintendent intend for this agreement to replace any prior agreements between the parties.

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

WITNESSETH, that **VICKIE MILLER** agrees to perform all duties incumbent upon her as superintendent and administrator of public schools within and for said school district for a term of 3 years, beginning on the 1st day of July, 2004, and ending on June 30, 2007, for which services properly rendered and reports correctly made, according to law, said Board of Education agrees to issue warrants in favor of the Superintendent upon the treasurer of said school district in accordance with the following terms:

- (A) The Superintendent shall hold a valid superintendent's certificate issued by the State of Missouri. The duties and responsibilities of the Superintendent are to be performed as specified by policies contained in the Board Policy Manual adopted by the Board of Education, as amended from time to time, all of which policies are made a part hereof by reference.
- (B) The salary payable to the Superintendent under this agreement for the 2004-05 school year shall be \$ 85,000.00. The salary for the 2005-06 school year shall be an amount equal to the salary established for the prior school year, plus an additional amount determined by multiplying such prior year's salary by the percentage equal to the average salary increase, if any, applicable to certificated teachers employed in non-administrative positions in the District for such school year as determined by the salary schedule established for such year by the Board prior to July 1 of 2005. The salary for the 2006-07 school year shall be an amount equal to the salary for the prior school year, plus an additional amount determined by multiplying such prior year's salary by the

- percentage increase equal to the average salary increase, if any, applicable to certificated teachers employed in non-administrative positions in the District in such school year as determined by the salary schedule established by the Board prior to July 1 of 2006.
- (C) The termination date of the existing contract may, at the end of any contract year, be extended if agreeable to both parties, but at no time shall the remainder of the contract together with any extension exceed three years.
- (D) Should the Superintendent be unable to perform any or all of her essential duties, with or without reasonable accommodation, by reason of disability for more than six months, the Board of Education may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations hereunder shall terminate.
- (E) The District shall provide the Superintendent with an automobile for business use only. The automobile shall be fully maintained by the District, including, but not limited to, keeping the automobile in an operable condition and providing for all expenses incidental to automobile usage. The District shall also provide the Superintendent with mileage reimbursement as provided by district policy when using her own vehicle in the performance of her official duties during her employment under this contract. The District shall provide her with a business-related expense allowance of \$1,080.00 annually, and shall reimburse to her such other business expenses as are approved by the District.
- (F) The Board of Education shall devote a portion or all of one meeting annually to a discussion with the Superintendent of an evaluation of her performance.
- (G) The Superintendent shall be entitled to all of the standard benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the District, including, but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, and other administrative employee benefits.
- (1) The Board shall provide hospitalization and major medical insurance for the superintendent during the terms of this agreement.
  - (2) The Board shall provide an allowance of \$ 750.00 per year for term life insurance premiums for the superintendent during the term of this agreement.
- (H) After completion of one (1) year of employment in the district, the Superintendent shall receive 10 days of vacation annually, exclusive of legal holidays, plus one extra day for every year of service after the first year, not to exceed a total of twenty (20) days, and shall be entitled to 10 days sick leave and 2 days personal leave annually. Earned sick leave shall be cumulative with no maximum as provided by Board policy for professional employees.

- (I) The District, at the request of the Superintendent, or when in accordance with state statutes, shall withhold and transfer an amount of salary annually, semi-annually, or monthly to be determined by the Superintendent, permitting the Superintendent of Schools to participate, if desired, in a tax-deferred annuity program or programs of her choosing. However, the District shall not be required to do so for any programs requiring the District to match monies so withheld and/or transferred.
- (J) Except as provided for herein, the Superintendent shall be entitled to any or all fringe benefits provided by board policy for professional employees.
- (K) 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.
- (L) The District agrees to pay 100% of the Superintendent's annual dues to the American Association of School Administrators, Missouri Association of School Administrators, Missouri State Teachers Association, Community Teachers Association, Northwest Administrators Association, and the Missouri Association of School Business Officials, as approved by the Board of Education in the annual budget.
- (M) The terms and provisions of this contract may be amended and/or supplemented with written approval of the Board of Education and the Superintendent.
- (N) This contract is entered into under the authority of the laws of the State of Missouri applicable to public schools and their personnel, and the provisions of said laws shall constitute a part of this agreement.

Done by order of the Board of Education and entered into this 19th day of May, 2004.

MARYVILLE R-II BOARD OF EDUCATION

By *M. W.*  
President, Board of Education

*Vickie Miller*  
Superintendent of Schools

ATTEST:

*Connie M. Durgan*  
Secretary, Board of Education

(This contract was approved by vote of the Board of Education at a public meeting held on May 19, 2004, with compensation set by a vote of the Board of Education at a public meeting held on May 19, 2004, and has been made a part of the minutes of that meeting.)