

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, is entered into this 16th day of January, 2008 between TINA R. WOOLSEY ("Superintendent") and THE BOARD OF EDUCATION FOR THE MEXICO PUBLIC SCHOOLS NO. 59 ("Board").

1. EMPLOYMENT. In accordance with its actions, as found in the minutes of the meeting held on the 15th day of January 2008, the Board has and does hereby employ Tina R. Woolsey as Superintendent of Schools for a period of twelve (12) months commencing July 1, 2009.

2. COMPENSATION.

a. The District shall pay the Superintendent the total sum of Ninety Seven Thousand, Two Hundred Dollars (\$97,200.00) for the contract beginning on July 1, 2009, and ending on June 30, 2010. The annual salary shall be paid monthly in twelve installments, or such other installments as may be authorized by Board policy. The initial salary is subject to adjustment when the 2009-2010 administrative salaries are considered.

3. CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT.

a. Certification. The Superintendent shall hold a valid certificate issued by the State of Missouri.

b. Duties. The Superintendent agrees to perform faithfully and satisfactorily the duties and obligations of Superintendent of Schools as required by the laws and regulations of the State of Missouri; the United States of America; and the rules, regulations, and policies of the Board of Education, which are existing or which may hereafter be created by the Board, and to serve as Executive Officer of the Board of Education. The Superintendent agrees to devote his full time, skill, labor, and attention to his employment during the term of this Contract, and will not engage in any pursuit that interferes with the proper discharge of his duties

4. TERMINATION. This contract may be terminated by:

a. Mutual agreement of the parties.

b. The disability of the Superintendent as provided in Paragraph 12 of this Agreement.

c. The death of the Superintendent.

d. Discharge for Cause. The Board may discharge the Superintendent for cause during the term of the contract. Cause shall include, but shall not be limited

to, the following: (i) neglect of duties and responsibilities; (ii) poor performance, incompetency, or inefficiency in the line of duty; (iii) failure to comply with policies and regulations of the Board; (iv) failure to comply with reasonable written directives of the Board; (v) failure to abide by the laws of the State of Missouri; (vi) immoral conduct; or (vii) material breach of this Contract. Prior to discharge, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board. If the Superintendent chooses to be represented by legal counsel at such hearing, he 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 specifically prohibited by Missouri law. The Superintendent shall be provided a written decision describing the results of the meeting.

4. SICK LEAVE AND VACATION. The Superintendent shall be entitled to sick leave in accordance with the policies of the District and twenty (20) days paid vacation.

5. EXPENSES. The Superintendent shall be reimbursed by the Board for meals, lodging, and other necessary expenses incurred in the performance of his duties.

6. ANNUITY PROGRAM. The Board may withhold and transfer a portion of the Superintendent's salary in an amount requested by the Superintendent to a tax-deferred annuity program of the Superintendent's choosing, provided that any such transfer must be completed in full compliance with State and Federal law.

7. OTHER BENEFITS. Except where such benefits would conflict with the other provisions of this contract, the Superintendent shall be entitled to receive any and all fringe benefits provided to professional employees by Board Policy. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent.

8. PROFESSIONAL MEETINGS. The Superintendent shall be entitled to membership in appropriate professional organizations and to attend appropriate professional meetings at the expense of the District as approved by the Board.

9. PERFORMANCE EVALUATION. The Board shall devote all or a portion of one meeting during each contract year to a discussion of the working relationship between the Superintendent and the Board, and for the purpose of evaluating the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.

10. WAIVER OF RIGHTS. Nothing herein shall operate or be construed as a waiver of any rights, powers, privileges, or duties of either party to this Agreement existing by or under the laws of the State of Missouri, except as expressly stated herein.

11. DISABILITY. If, because of illness, accident, or other cause beyond his control, the Superintendent is unable to perform the essential functions of his job, with or without reasonable accommodation, and such disability continues for more than sixty (60) consecutive

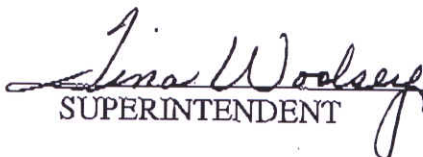
days during any school year, the Board may, at its discretion, make a proportionate deduction from the salary stipulated, and if such disability continues for more than ninety (90) consecutive days, or if such disability is permanent and irreparable, the Board may, at its option, terminate this Contract, whereupon the respective duties, rights, and obligations hereof shall terminate. Upon such termination, the District shall not be further obligated to continue to compensate the Superintendent. If a question exists concerning the ability of the Superintendent to perform his duties, the Board may require the Superintendent to submit, at any time, to a medical examination.

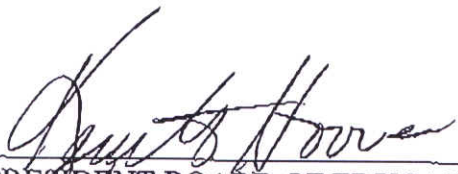
12. INDEMNIFICATION. That the Board of Education shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was acting within the scope of his employment. This provision shall not apply to criminal proceedings.


13. RENEWAL OF EMPLOYMENT CONTRACT. Renewal of the Superintendent's Contract shall be considered and a decision made to offer, or not to offer, an additional contract year at the Board of Education's regular meeting in January during each contract year. The Board of Education may contract with the Superintendent for an additional year(s) under terms agreeable to both parties. To be effective, any contract extension shall be reduced to writing and signed by the parties following Board approval.

14. SAVINGS CLAUSE. If, during the term of this contract it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract shall remain in force.

DATED this 16th day of January, 2008


SUPERINTENDENT


PRESIDENT BOARD OF EDUCATION
MEXICO PUBLIC SCHOOLS NO. 59


SECRETARY BOARD OF EDUCATION
MEXICO PUBLIC SCHOOLS NO. 59



MEXICO SCHOOL DISTRICT NO. 59
SUMMARY OF BENEFITS FOR ADMINISTRATORS
(Full Time, 12-Month)

1. **Health Insurance** – The Mexico School District provides health insurance to its full-time employees. The district pays the full monthly premium for the district's core POS plan. Buy-up options for two PPO plans may be purchased at the employee's expense. A spouse and/or child(ren) may also be added to the insurance plan at the employees expense. Dental and Vision options are also available at the employee's expense. You may contact the Business Office for current rates.

All certified staff hired after April 1986 are required to pay 1.45% Medicare taxes.
2. **Life Insurance** – Each administrator is provided with \$10,000 of board paid life insurance. Coverage may be added for a spouse and for all dependent children at your expense. You may contact the Business Office for current rates.
3. **Retirement Plan** – The district contributes 13% of each administrator's salary (plus board paid health insurance) to the Public Schools Retirement System. The employee must also contribute an equal amount.
4. **Sick Leave** – Administrators earn thirteen (13) sick leave days per year. A maximum of 100 days of unused sick leave may be accumulated.
5. **Personal Leave** – Two personal leave days per year are allowed. If a personal day is used, the employee must reimburse the district for the cost of a substitute (whether or not a substitute is used). When an employee has 80 accumulated days of unused sick leave carried over to the next school year, one personal day may be used the next school year without reimbursing the district for the substitute cost. When 100 days are carried over, both personal days may be used the next school year without reimbursing the district for the substitute cost.
6. **Flexible Benefit Plan** – Employees may elect to contribute tax-free earnings to a Section 125 Cafeteria Plan for dependent care expenses, unreimbursed medical expenses, and certain insurance premiums. This plan can result in substantial tax savings to the employee. The district pays all administrative fees.
7. **Tax Sheltered Annuities and Mutual Funds** – Employees may elect to contribute pre-tax earnings to a 403(b) through various outside companies.
8. **Paid Holidays** – Paid holidays are as follows: New Year's Day, M. L. King's Birthday, Presidents' Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day and the day following, and Christmas Day.
9. **Direct Payroll Deposit** – New employees must have their payroll check directly deposited into any bank or credit union.
10. **Vacation** – Administrators earn four (4) weeks of vacation after one year.
11. **Wellness Policy** – The Board will pay \$20 per month per family for membership in a Mexico health facility (i.e. YMCA, Curves, and Darby's Total Fitness). Forms may be found in District Forms or may be obtained from payroll.