

SUPERINTENDENT'S CONTRACT

This contract is entered on the date of mutual execution below, by and between the Board of Education of the Moberly School District ("Board" or "District") and Mr. Mark Penny ("Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as Superintendent of the District's schools, for the following school year, subject to the provisions of this contract: July 1, 2008 through June 30, 2009.

2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall have responsibility for the administration of the schools of the District at the direction of the Board. The Superintendent shall act as chief executive officer of the District. Accordingly, the Superintendent shall be responsible (a) for making recommendations regarding the selection, and for the direction and assignment, of the administrators, teachers, and other employees in the District in the manner that most efficiently and effectively accomplishes the educational mission of the district, and (b) 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 his duties and supervise the employees and students of the District in a manner that is consistent, and in full compliance, with such laws and regulations, as they currently exist or may hereafter be modified.

The Superintendent shall administer, enforce, and comply with the policies, rules, regulations, and procedures of the District, as they currently exist or may hereafter be modified. The Superintendent shall recommend additions, deletions, or other modifications to such policies, rules, regulation, and procedures, as may be appropriate, necessary, or required by law. The Superintendent shall also perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board.

3. **CERTIFICATION.** The Superintendent agrees to obtain prior to the first day of service hereunder, and to maintain at all times during the term of this contract, a valid certificate to serve as a superintendent in the public schools of the State of Missouri. Failure to timely obtain and/or maintain certification at any time during the term of the contract shall be cause for immediate dismissal. The Superintendent acknowledges that employment by the Board is contingent upon a completed criminal background check and a completed child abuse/neglect report, all of which must be satisfactory to the Board, in its judgment and at its sole discretion. In the event this Contract constitutes the Superintendent's initial employment as Superintendent for the School District, or a return to employment with the District following any period of separation from the District other than a leave approved by the Board of Education, the criminal background check shall include an FBI fingerprint check, in accordance with Missouri law. A report, which in the judgment of the Board is unsatisfactory, shall constitute good cause for termination of this contract. The Superintendent shall also immediately notify the Board of any arrests, charges, pleas, convictions and/or sentences that occur after the dates of the foregoing criminal and child abuse/neglect record checks.

4. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of professional and educational organizations at District expense only if approved in advance by the Board. Otherwise, the Superintendent is permitted to pay for membership at his own expense, using the amount provided for such purposes in paragraph 5 below.

5. **COMPENSATION.** The salary payable to the Superintendent for the 2008-09 school year shall be \$102,000.00, plus an additional sum of \$6,400.00 to be used as reimbursement for all expenses incurred by Superintendent in the performance of his duties. Such expenses include, but are not limited to, automobile maintenance and usage, travel costs, professional memberships/dues, and the like. The Superintendent understands that all of the above-described compensation shall be treated as salary for purposes of Missouri Public School Retirement System contributions and federal and state withholdings and deductions. The Superintendent's salary shall be paid in twelve (12) equal monthly installments, subject to all withholdings and deductions required by law or as otherwise authorized by agreement of the Superintendent and the Board, in accordance with the law and District policy and regulation.

6. **EVALUATION.** The Board shall devote a portion, or all, of two (2) meetings during the term of this contract to a discussion with the Superintendent regarding his performance, and the Board will determine the appropriate method, format, and/or performance-based evaluation instrument that will be formally used to assess the Superintendent's performance. This provision, however, does not limit either the Board's right to evaluate the Superintendent's performance more often as it deems fit nor the Board's choice of the method, format and/or instrument that it deems appropriate for such additional evaluations.

7. **BENEFITS.** In addition to the compensation and other benefits provided for herein, the Superintendent shall be entitled to the following benefits:

(1) **INSURANCE BENEFITS.** The Superintendent shall be entitled to the insurance benefits applicable to certificated employees in accordance with the District's plans for such insurance benefits, including the following:

- (a) Medical insurance,
- (b) Life insurance in the amount of \$20,000, plus Board-approved increases (if any) in this benefit afforded to other full-time certificated District employees during the term of this contract.

(2) **PERSONAL DAYS.** The Superintendent shall be entitled to fifteen (15) personal days, exclusive of weekends and legal holidays. In the event that the Board subsequently extends this contract beyond 2008-09, the Superintendent's personal days shall be cumulative to the extent that unused personal days earned during a given school year may be carried over for use during the next school year, up to a maximum of five (5) days. Any accumulated personal days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the per-diem rate of 1/250 multiplied by the annual salary then-payable to the Superintendent.

(3) DEFENSE AND INDEMNIFICATION. 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, and/or in his official capacity as agent and employee of the Board, provided that the claim arose while the Superintendent was acting within the course and scope of the Superintendent's employment. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

8. TERMINATION - DISABILITY. In the event of any illness or disability which renders the Superintendent unable to perform one or more of the essential duties required under this contract with or without reasonable accommodation, following the expiration of any period of leave required by law, and including any regular sick leave days or other regular leave days to which the Superintendent is specifically entitled, the Board may terminate this contract following notice and an opportunity for the Superintendent to be heard as required by law.

9. TERMINATION - FOR CAUSE. This contract may be terminated during its term 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, incompetency, or inefficiency in the line of duty; (iii) failure to comply with 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. Prior to discharge under this paragraph, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board as required by law. 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 otherwise required by law.

10. TERMINATION - MUTUAL AGREEMENT. This contract may be terminated by mutual agreement of the parties at any time.

11. 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, in the Board's opinion, interfere in a material and/or substantial way with the Superintendent's obligations set forth in this contract. Such other work is, at all times, subject to the approval of the Board. The Superintendent shall obtain prior approval from the Board before beginning such other work.

12. SATISFACTION OF CONTRACT. The Board may completely discharge its obligations under this contract at any time by paying to the Superintendent all of the contract salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

13. CONTRACT EXTENSION. Prior to the end of each school year that this contract remains in effect, the Board may, upon request of the Superintendent, determine and notify the Superintendent whether it intends to extend this contract for an additional school year or

additional school years after the end of the then-current term. The Superintendent may make such request at any time after January 1 of the school year. After the Board's determination of the Superintendent's salary for the next school year, the terms of the extension shall be approved and reduced to writing by means of an Addendum to this contract.

14. **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.

BY ORDER OF THE BOARD OF EDUCATION, this contract has been approved, and by affixing his signature below, the Superintendent has accepted this contract.

MOBERLY SCHOOL DISTRICT

By: *Lisa Vanderburg* Date *12/12/07*
President, Board of Education

Attest: *Deanna Hedrick* Date *12/12/07*
Secretary, Board of Education

SUPERINTENDENT

By: *Mark S. Perry* Date *12/12/07*