

MONETT R-I SCHOOL DISTRICT

Superintendent's Contract

*It is hereby agreed by and between the Board of Education of the Monett R-I School District, located in the County of Barry, State of Missouri, hereinafter called the Board and **Dr. John E. Jungmann**, hereinafter called the Superintendent, that said Board in accordance with its action as found in the minutes of the meeting held on the 4th day of **December, 2007**, has and does hereby employ the said **Dr. John E. Jungmann** as Superintendent of Schools for a **two-year period, commencing July 1, 2008 and ending June 30, 2010**. Both parties agree that said employee shall perform the duties of the Superintendent of Schools in and for the public schools in said District as prescribed by the laws of the State of Missouri and by the rules and regulations made thereafter by the Board of Education of said District.*

Witnesseth

*That in consideration of the salary of **One hundred seven thousand dollars, (\$107,000.00)**. This salary is to be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff members in the District.*

That the Board of Education hereby retains the right to adjust the salary of the Superintendent during the term of his contract; said salary adjustment not to reduce the annual salary below the figures stated above. Any adjustment in salary made during the life of this contract shall be an amendment and shall become a part of this contract. It is provided, however, that by doing so it shall not be considered that the Board of Education has entered into a new contract with the Superintendent nor that the date of the existing contract has been extended.

That throughout the term of this contract the Superintendent shall be subject to discharge for good and just causes provided, however, that the Board does not arbitrarily or capriciously call for his dismissal and the Superintendent shall have the right to serve of written charges, notice of hearing and a fair hearing before the Board. If the Superintendent chooses to be represented by legal counsel at the hearing, the legal costs shall be incurred by the Superintendent.

*It is agreed that the Superintendent shall furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri as directed by the Board of Education and that the Superintendent hereby agrees to devote the time, skill, labor and attention to satisfactory employment during the term of this contract. *Provided, however,* that the Superintendent by agreement with the Board may undertake constructive work, teaching engagements, writing, lectures or other professional duties and obligations.*

That the Superintendent will have the responsibility of recommending to the Board the organization, re-organization and arrangement of administrative and supervisory staff which in his judgement best serves the Monett R-I Public Schools. That the administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff. That the Superintendent shall have the responsibility of recommending to the Board the selection, placement and transfer of personnel. The Board of Education individually, and collectively will refer promptly all criticism, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

That should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control and said disability exists for a period of more than ninety (90) days during any school year, the School District may at its discretion make a proportionate deduction from the salary stipulated and if such deduction continues for more than ninety (90) days, or if said

disability is permanent, irreparable or of such a nature as to make the performance of his duties impossible, the School District may at its option, terminate this Agreement whereupon the respective duties, rights and obligations hereof shall terminate.

That the Superintendent shall receive **three (3) weeks vacation annually**, exclusive of legal and school holidays. Vacation **shall not be accumulative**. Superintendent shall be entitled to **sick leave in accordance with the policy of the Board** governing other professional staff members in the District.

That the Board of Education shall provide the superintendent with transportation required in performance of his professional duties during his employment under this contract or shall provide **37 cents per mile for out-of-district**. The Board will pay actual expenses required in the performance of his duties as Superintendent, including meals and lodging for out-of-district travel. An in-district travel expense amount of **\$300 per month (\$3,600 annually)** is also included in this contract.

That the Board of Education shall devote a portion of all of one meeting at least annually to the discussion of the working relationship (Performance Based Superintendent Evaluation) between the Superintendent and the Board.

That the Board of Education at the request of the Superintendent and when in accordance with state statutes shall withhold and transfer an amount of salary monthly to be determined by the Superintendent permitting the Superintendent of Schools to participate, if he so desires, in a tax-deferred annuity program of his choosing.

That the Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual consent between the Board and Superintendent. Failure to fulfill the obligations in this contract shall be viewed as a violation of the Administrator's Code of Ethics and will be reported by the Board to the appropriate State Association of School Administrators and state educational authorities.

Dated this 4th day of December, 2007.

MONETT R-I BOARD OF EDUCATION

By Jany R. Rickard
Dr. Tony Rickard, President

ATTEST:

Patty Leach
Mrs. Patty Leach, Secretary

John E. Jungmann
Dr. John E. Jungmann, Superintendent

The Superintendent shall be entitled to 100% board paid health insurance as provided to all full-time school employees.