

EMPLOYMENT CONTRACT
Between
Dr. Thomas H. Ward
and
MONTGOMERY COUNTY R-II SCHOOL DISTRICT

The Employment Contract made and entered into this **10th** day of **January 2008**, to become effective July 1, 2008. (Until the effective date of this agreement, the prior agreement will remain in effect) by and between the Governing Board of the Montgomery County R-II School District, hereinafter referred to as District, and Dr. Thomas H. Ward, 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 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 school;

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 term commencing July 1, 2008, and ending June 30, 2010.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE 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. He (she) shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his (her) 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 incident 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 recommendations. The Superintendent shall attend all open Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of School 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.

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

- C. **Outside Activities.** Superintendent shall devote his (her) time, attention, and energy to the business of the school district. However, he (she) may serve as a consultant to other districts or education agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at his (her) discretion. Such activities which require the superintendent to be absent from the school district for more than three full working days shall be reported to the Board for approval. Superintendent may at his (her) option, and with the approval of the Board of Education, continue to draw a salary while engaged in the outside activity as described above. In such cases, honoraria paid Superintendent in connection with these activities shall be transferred to the District. If Superintendent chooses to use vacation leave to perform outside activities he (she) shall retain any honoraria paid. In no case will District be responsible for any expenses attendant to the performance of such outside activities.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

District encourages the continuing professional growth of Superintendent through his (her) participation, as he (she) might decide in light of his (her) responsibilities as Superintendent, in:

- A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;
- B. Seminars and courses offered by public and private educational institutions; and

- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent of perform his (her) professional responsibilities for District. In its encouragement, District shall permit a reasonable amount of release time for Superintendent as he (she) deems appropriate, to attend to such matters and pay for necessary fees for travel and subsistence expenses, as approved by the District in the annual budget.

4. COMPENSATION

The superintendent's salary for the 2008-09 school year shall be \$107,000.00. The salary for the 2009-2010 school year shall be no less than \$107,000.00 plus percentage increase in the 2009-10 Certified Salary Schedule.

5. VACATION AND OTHER BENEFITS

- A. Superintendent shall be entitled to all 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, including but not limited to:
- 1) Twenty (20) days paid vacation annually
 - 2) Twelve (12) sick days & four (4) personal days per year
 - 3) Health insurance – same insurance package offered to certified staff, adjusted annually
 - 4) \$230 per month for local, in-district travel
 - 5) Term life insurance equal to 3 times annual salary
 - 6) An allowance for \$1,000 per year for travel, meals and lodging to attend National convention of the American Association of School Administrators.
- B. District shall pay 100 percent of the Superintendent membership charges to the American Association of School Administrators, the Missouri Association of School Administrators, and any other professional membership approved by the District in the annual budget.

6. RESIDENCY AND EXPENSES

Superintendent agrees to establish legal residency within the boundaries of the Montgomery County R-II School District. District shall pay or reimburse Superintendent

for reasonable expenses approved by District and incurred by Superintendent in the continuing performance of his (her) duties. Out of district mileage reimbursement shall be the same as for all employees. The District also agrees to pay moving expenses up to \$1,000.00 for his (her) family from La Platta, Missouri to the location of District.

7. 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 (her) individual capacity, or in his (her) official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his (her) employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under state 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. If in the good faith opinion of Superintendent, conflict exists as regards the defense to such claim between the legal position of Superintendent and the legal position of District, the Superintendent may engage counsel to represent his (her) interests.
- C. District shall not, however, be required to pay any costs of any legal proceedings in the event District and Superintendent has adverse interest in such litigation.

8. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement of Superintendent.
- C. Disability of Superintendent.

If the Superintendent becomes unable to perform the essential functions of the position, without reasonable accommodation, as the result of a disability, the Superintendent will be permitted such leave with pay as may be provided by policy and applicable laws, and an additional period of unpaid leave of up to 180 calendar days. If after such period the Superintendent continues to be unable to perform essential functions with or without reasonable accommodation, and the position must be replaced to avoid undue hardship

to the district, then the District may terminate this agreement after notice to the Superintendent and an opportunity for a hearing, unless the agreement has previously terminated according to its own terms. Nothing in this paragraph shall be construed to required the District to extend contract rights or leaves of absence beyond the existing contract period, provided that the District may grant leave beyond the existing contract period as a reasonable accommodation or if otherwise required by law.

If a question exists concerning the capacity of Superintendent to perform his (her) 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 District. The physician shall limit his (her) report to the issue of whether Superintendent has a continuing disability which prohibits him (her) from performing the essential functions of his position with our without reasonable accommodation, together with any accommodations that may be necessary to enable the Superintendent to perform such functions.

D. Discharge for Cause

Discharge for cause shall constitute conduct, which is seriously 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 (she) 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 cause, no further amount shall be due under the contract.

- E. The District may completely discharge its obligations under this agreement at any time by paying to the Superintendent an amount the District and Superintendent has mutually agreed upon.
- F. The Superintendent may request to be released from this agreement, and the District may grant such request upon payment to the District of an amount the District and the Superintendent of mutually agreed upon.

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.

SUPERINTENDENT

MONTGOMERY CO. R-II SCHOOL DISTRICT

Superintendent's Name

By: _____

President

Secretary