

**EMPLOYMENT CONTRACT
BETWEEN
DARRYL PANNIER
AND THE
GOVERNING BOARD OF THE
NELL HOLCOMB R-IV SCHOOL DISTRICT
OF CAPE GIRARDEAU, MISSOURI**

The Employment Contract, made and entered into this 17th day of July, 2006, by and between the Governing Board of the Nell Holcomb R-IV School District, hereinafter referred to as DISTRICT, and Darryl Pannier, 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 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 operation of the education program of the schools;

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 1st, 2006, and ending June 30th, 2008.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION. SUPERINTENDENT shall hold a valid certification 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 shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his 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 others 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 recommendation. 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.

C. OUTSIDE ACTIVITIES. SUPERINTENDENT shall devote his time, attention and energy to the business of the school district. However, he 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 discretion. Such activities, which require the superintendent to be absent from the school district for more than five full working days shall be reported to the Board for approval. SUPERINTENDENT may at his 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 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 participation, as he might decide in light of his 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 person whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT as he deems appropriate, to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by the District in the annual budget.

4. COMPENSATION.

The superintendent's salary for the 2006-07 school year shall be \$86,450.00, an indexed amount of a 2.0 factor per appropriate step on the 2006-07-teacher salary schedule. The salary for the 2007-08 school year shall be an indexed amount of a 2.0 factor per appropriate step on the 2007-08-teacher salary schedule.

5. VACATION AND OTHER BENEFITS

- A. SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with DISTRICT, including but not limited to, three week vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits.
- B. District shall pay 100 percent of Superintendent's membership charges to MASA, MOASBO and Southeast Missouri Superintendent's Association and as approved by DISTRICT in the annual budget.

6. EXPENSES

DISTRICT shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by DISTRICT and incurred by SUPERINTENDENT in the continuing performance of his duties as approved by DISTRICT in the annual budget.

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 individual capacity, or in his official capacity as agent and employee of the DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of this 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 interests.
- C. DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event DISTRICT and SUPERINTENDENT have adverse interests 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

In the event of disability by illness or incapacity, after SUPERINTENDENT'S sick leave has been exhausted, the compensation shall be reinstated after SUPERINTENDENT has returned to employment and undertaken the full discharge of his duties. DISTRICT may terminate this contract by written notice to SUPERINTENDENT at any time after SUPERINTENDENT has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of 100 working days. All obligations of DISTRICT shall cease upon such termination.

If a question exists concerning the capacity of SUPERINTENDENT to return to his 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 report to the issue of whether SUPERINTENDENT has a continuing disability which prohibits him from performing his duties.

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 chooses to be accompanied by legal counsel at such meeting, he 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 all salary to which the superintendent would be entitled under the remainder of the contract term.

9. SAVINGS CLAUSE.

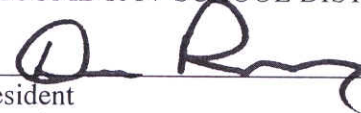
If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

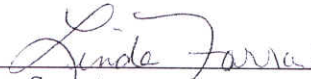
IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved by a duty authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in paragraph 1, above.

SUPERINTENDENT


Date: 07/20/06

NELL HOLCOMB R-IV SCHOOL DISTRICT

BY: 
President


Secretary