

Superintendent's Employment Contract

This agreement, made and entered into this 27th day of May, 2008, by and between Bill Nance (Superintendent) and the Board of Education for the New Madrid County R-1 School District (Board). In accordance with its actions, as found in the minutes of the meeting held on the 14th day of January, 2008, the Board has and does hereby employ Bill Nance as Superintendent of Schools for a period of 36 months commencing on 07/01/08. Both parties agree that said employee shall perform the duties of Superintendent of Schools in and for public schools of said District, as prescribed by the laws of the State of Missouri, and by the rules and regulations made thereunder by the Board of Education of Said District.

WITNESSETH:

1. That, in consideration of an annual salary of \$ 110,066.00 for the 20 08-09 year, the Superintendent agrees to perform faithfully the duties and obligations of Superintendent of Schools required by the laws of the State of Missouri and the rules, regulations, and policies of the Board of Education, which are existing or which may hereafter be created by the New Madrid County R-1 Board of Education, and to serve as Executive Officer of the Board of Education.
2. The Superintendent agrees to devote his/her full time, skill, labor and attention to his/her employment during the term of this Contract, and will not engage in any pursuit, which interferes with the proper discharge of his/her duties. However, subject to the foregoing, the Superintendent will be permitted to make presentations at educational conferences and to teach at local colleges and universities, with prior notice to and consent of the Board.
3. The Board shall provide the Superintendent with the use of an automobile to be used in carrying out his/her duties as Superintendent, unless the Board agrees to provide and the Superintendent agrees to accept compensation in the form of salary and benefits that approximate the "cost" to the district of the transportation arrangement cited above. In addition, the Superintendent shall be reimbursed by the Board for meals, lodging, and other necessary expenses incurred in the performance of his/her duties.
4. The Superintendent shall receive health insurance coverage and any other personal benefits accorded to other professional employees of the District. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent.
5. The Superintendent shall receive 10 days vacation annually, exclusive of legal holidays. Vacation days shall be taken within twelve months of the year in which it is earned and shall not be cumulative. Sick leave shall be limited to the number of sick leave days the Superintendent has accumulated.
6. The Board of Education shall defend, hold harmless, and indemnify the Superintendent from any and all legal proceedings brought against the Superintendent provided the incident arose while the Superintendent was acting within the scope of his/her employment.
7. That following a Board decision to discharge, the Superintendent shall have the right to service of written charges and notice of a hearing, where he/she will be allowed to present reasons why his/her employment should not be terminated.
8. The Board shall evaluate the Superintendent's performance and discuss the working relationship between the Board and the Superintendent on an annual basis.
9. 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's regular January meeting during each contract year.

DATED this 27th day of May, 2008.


Superintendent


President - Board of Education


Secretary - Board of Education