

## EMPLOYMENT CONTRACT SUPERINTENDENT OF SCHOOLS

The Employment Contract, made and entered into this 23<sup>th</sup> day of January, 2008, by and between the Governing Board of the Niangua R-V School District, hereinafter referred to as **DISTRICT**, and Andy A. Adams, 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 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 accepts employment as Superintendent of School for a term commencing July 1, 2008 and ending June 30, 2009.

School Year 2009-2010 added on 2/26/08 with same salary rate.

### 2. PROFESSIONAL RESPONSIBILITIES OF SUPERINTENDENT

**A. 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 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.

**B. OUTSIDE ACTIVITIES; SUPERINTENDENT** shall devote his (her) time, attention and energy to the business of the school district. However, **SUPERINTENDENT** may at his (her) option, and with the approval of the Board of Education, continue to draw a salary while engaged in outside activities such as lecture, serve as a consultant to other district or education agencies, engage in writing activities and speaking engagements, etc. 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 operation, 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 (her) professional responsibilities for the **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 the necessary fees for travel and subsistence expenses, as approved by the district in the annual budget.

4. **COMPENSATION**

The superintendent's salary the 2008-09 school year shall be 75,000.00.

5. **CONTRACT EXTENSION:** By February 1 of each year that this agreement remains in effect, the **DISTRICT** shall notify the **SUPERINTENDENT** of whether it intends to extend this agreement for an additional school year, under the same terms and conditions, subject to modification of the salary for such additional year. A motion to extend this agreement, following approval by a majority of the Board, may

68,250  
9/25/08  
6750

not be rescinded or reconsidered without the written consent of the SUPERINTENDENT.

6. **SATISFACTION OF CONTRACT:** DISTRICT may completely discharge its obligations under this agreement at any time by paying SUPERINTENDENT all of the contracted salary to which SUPERINTENDENT is entitled for the remainder of the contract period, subject to deductions required by law.
7. **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 (her) 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 (her) employment for whatever cause for an additional continuous period of twenty (20) days. All obligations of DISTRICT shall cease upon such termination.
8. **VACATION AND OTHER BENEFITS**
  - (1) 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 vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, and other administrative employees benefits.
  - (2) **VACATION:** SUPERINTENDENT shall be entitled to ten (10) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays.
  - (3) **EXPENSE REIMBURSEMENT:** SUPERINTENDENT shall be reimbursed by the DISTRICT for reasonable and necessary expenses incurred in the performance of his (her) duties, as approved by the District in the annual budget.
  - (4) **HEALTH INSURANCE COVERAGE:** DISTRICT shall, at the option of the SUPERINTENDENT, pay for the cost of participation of the SUPERINTENDENT in any plan of group health insurance provided by the DISTRICT.

9. **SAVING 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.

NIANGUA SCHOOL DISTRICT

Andy Adams  
SUPERINTENDENT

1/24/08  
DATE

BY Fred Ludford  
PRESIDENT, BOARD OF EDUCATION

1/23/08  
DATE

ATTEST: Dee L. Kelso  
SECRETARY,

1/23/08  
DATE

*This employment contract was approved by vote of the School Board at a public meeting duly held on January 23, 2008 and has been made a part of the minutes of that meeting.*