

ODESSA R-VII SCHOOL DISTRICT  
701 South Third Street  
Odessa, Missouri, 64076

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

This agreement is entered this **12th day of December, 2006**, between the Board of Education of the Odessa R-VII School District ("Board" or "District") and **Dr. Forrest Bollow** ("Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's schools, for a period of **two years, from July 1, 2007, through June 30, 2009**, subject to the provisions of this agreement.

2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall at all times during the term of this agreement possess a valid certificate enabling him/her to serve as a superintendent of schools in the state of Missouri.

The Superintendent shall have responsibility for the administration of the schools of the District under the direction of the Board, and shall act as chief executive officer of the District. As such, he/she shall be directly responsible for the selection, direction and assignment of the administrative staff, teachers and other employees in the manner which most efficiently and effectively accomplishes the educational mission of the district, and for making recommendations concerning the annual budget and for administering the budget adopted by the Board. The Superintendent shall provide for compliance with applicable laws and regulations relating to public schools in the state of Missouri, and shall perform his/her duties and supervise the employees and students of the District in a manner consistent with such laws and regulations.

The Superintendent shall administer and enforce the policies, rules, regulations and procedures of the District, shall recommend necessary additions or changes, and shall perform other administrative duties that are incidental to the position of superintendent or that may be assigned by the Board.

3. **COMPENSATION.** The annual salary for the first year beginning **July 1, 2007**, shall be **\$115,000.00** and shall be paid monthly in twelve equal installments in accordance with Board policy. This is the base salary in this contract.

The annual salary for the second year beginning **July 1, 2008**, shall be a **1% to 5% increase at the discretion of the Board of Education after a six month review** and shall be paid monthly in twelve equal installments in accordance with Board policy. This is the base salary in this contract.

At the end of each school year, the parties may re-negotiate the salary for the ensuing year, but in no event will the re-negotiated salary be less than the base salary as set out above.

**4. CONTRACT EXTENSION.** The termination date of the existing contract may at the end of any contract year be extended, if agreeable to both parties, but at no time shall the remainder of the contract together with any extension exceed three years.

**5. DEFENSE AND INDEMNIFICATION.** That the Board of Education shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her individual capacity, or in his/her official capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was acting within the scope of his/her employment.

**6. TERMINATION - FOR CAUSE.** That throughout the term of this contract, the Superintendent shall be subject to discharge for just cause, provided, however, that the Board does not arbitrarily or capriciously call for his/her dismissal, and provided that, following the Board's decision to discharge, the Superintendent shall have the right to service of written charges, notice of hearing, and an opportunity to provide the Board with reasons why his/her employment should not be terminated.

**7. TERMINATION - DISABILITY.** Should the Superintendent be unable to perform any or all of his/her duties by reason of illness, accident, or other cause beyond his/her control following the expiration of any period of leave required by law, and said disability exists for a period of more than sick leave days accumulated or other regular leave days to which the Superintendent is entitled, the Board of Education may in its discretion make a proportionate deduction from the salary stipulated, and if such disability continues past the current school year or if said disability is permanent, irreparable, or of such nature as to make the performance of his/her duties impossible, the Board may terminate this agreement, following notice and an opportunity for the Superintendent to be heard.

8. **TRANSPORTATION EXPENSE.** The Board shall also pay a **\$500.00 per month stipend** for in district mileage expense (with an increase to be determined annually). The district and employee will pay retirement benefits on this stipend.

9. **EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his/her performance.

10. **VACATION.** The Superintendent shall receive vacation annually in accordance with Board policy for twelve (12) month employees exclusive of weekends and legal holidays. Vacation days shall be **cumulative** to the extent that unused vacation days earned during a given year may be carried over for use during the next year up to a maximum of twelve days. Any accumulated vacation days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the per diem rate of 1/250 multiplied by the annual salary then payable to the Superintendent.

11. **LEAVE DAYS.** The Superintendent shall be entitled to **13 days of leave annually**. Earned sick leave shall be **cumulative** to a maximum of unlimited days or as provided by Board policy for teachers.

12. **OTHER FRINGE BENEFITS.** Except as provided herein, the Superintendent shall be entitled to any or all fringe benefits provided by Board policy for teachers. The Superintendent will receive **Board paid family medical health care insurance annually**.

13. **TERM LIFE INSURANCE.** The Board shall provide and pay the premiums for term life insurance during the term of this agreement **in the amount of \$200,000.00**, payable to a beneficiary or beneficiaries selected by the Superintendent. The Board shall assign the ownership of the policy to a person or trust designated by the Superintendent, and upon termination of this agreement shall allow that owner to continue the policy at his or her own expense.

14. **MEDICAL EXAMINATION.** **The Board agrees to pay for an annual physical.**

15. **PROFESSIONAL DEVELOPMENT.** The Board agrees to pay for professional dues of the Superintendent. The Superintendent may participate in any educational program at district expense within amounts budgeted for such purposes if, in his or her discretion, such participation is in the best interest of the district.

The Superintendent shall attend appropriate professional meetings at the local, state and national level. The expenses of said attendance to be incurred by the district.

16. **SATISFACTION OF CONTRACT.** The Board of Education may completely discharge its obligations under this agreement at any time by paying to the Superintendent all of the contracted salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

**BY ORDER OF THE BOARD OF EDUCATION,** the district has approved this contract by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below.

ODESSA R-VII SCHOOL DISTRICT

By: *Ram D. Dill* 12-12-06

President, Board of Education (Date)

By: *Jane Jurschel* 12-12-06

Secretary, Board of Education (Date)

SUPERINTENDENT OF SCHOOLS

By: *Sr. Janet Ballard* 12-12-06  
(Date)

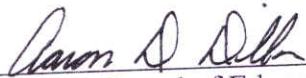
## ADDENDUM EXTENDING CONTRACT OF EMPLOYMENT

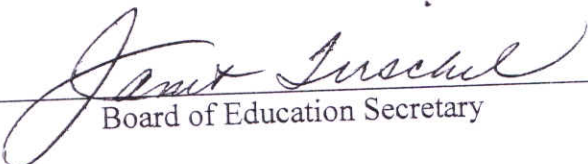
This addendum is entered into this 9<sup>th</sup> day of January, 2008 between the Board of Education of the Odessa R-VII School District ("Board" or "District") and Forrest Bollow ("Superintendent") for the purpose of extending the contract previously entered into between the parties dated December 12, 2006.

The parties hereby agree that the terms of the original agreement shall be extended for the 2009-2010 and 2010-2011 school years. The salary for such additional period shall be \$117,300 for the 2008-2009 school year, and a 1% to 5% increase for the 2009-2010 and 2010-2011 school years. All other terms stated in the December 2006 contract will remain in effect, including the monthly stipend for in-district mileage expenses.

BY ORDER OF THE BOARD OF EDUCATION, the District has approved this addendum to extend the original agreement by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by his/her signature.

ODESSA R-VII SCHOOL DISTRICT

By:   
Board of Education President

Attest:   
Board of Education Secretary

Superintendent:   
Forrest E. Bollow, Ed.D.

**DR. FORREST E. BOLLOW  
SUPERINTENDENT OF SCHOOLS  
ODESSA R-VII SCHOOL DISTRICT**

**ADDITIONAL NON-SALARY BENEFITS**

- District Cell Phone