

## SUPERINTENDENT'S CONTRACT

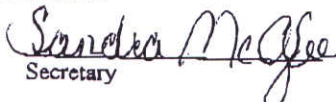
This agreement made and entered into this 14<sup>th</sup> day of May 2007, between Marcus Stucker, a legally qualified public school teacher, of the first part, and the Board of Education of the Orrick R-XI Schools, County of Ray, State of Missouri, of the second part.

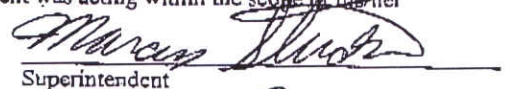
Witnesseth, that Marcus Stucker agrees to perform all duties incumbent upon him as superintendent and administrator of public schools within and for said school district for a term of 3 years, beginning on the 1st day of July, 2007, for which services properly rendered and reports correctly made, according to law, said Board of Education agrees to issue warrants in favor of the party of the first part upon the treasurer of said school district in accordance with the following terms:

- (A) The annual salary for the first year beginning July 1, 2007 shall be \$91,884 and shall be paid monthly in twelve equal installments in accordance with Board policy. The total salary stated previously does not include \$3,500 of supplemental pay (Career Ladder - \$3,000; Title I Coordinator - \$500).
- (B) The annual salary for the second year beginning July 1, 2008 shall be \$91,884 plus the average percentage raise for certified employees and shall be paid monthly in twelve equal installments in accordance with Board policy. The total salary stated previously does not include \$3,500 of supplemental pay (Career Ladder - \$3,000; Title I Coordinator - \$500); The annual salary for the third year beginning July 1, 2009 shall be \$91,884 plus the average percentage raise for certified employees and shall be paid monthly in twelve equal installments in accordance with Board policy. The total salary stated previously does not include \$3,500 of supplemental pay (Career Ladder - \$3,000; Title I Coordinator - \$500).
- (C) The superintendent must reside within the boundaries of Orrick R-XI School District.
- (D) 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.
- (E) The Board of Education shall pay the Superintendent's membership dues to district and state professional associations.
- (F) The superintendent shall attend appropriate professional meetings at the local and state level, the expenses of said attendance to be incurred by the district. The Board of Education shall provide the superintendent with transportation costs at 34 1/2 cents per mile when using his own vehicle in the performance of his official duties during his employment under this contract. The superintendent is encouraged to utilize the school car when feasible.
- (G) The Board of Education shall devote a portion of, or all of one meeting during each contract year, to a discussion of the working relationship between the Superintendent and the Board, and concerning the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.
- (H) 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 of Education's regular meeting in January during each contract year. The Board of Education may contract with the Superintendent for an additional year(s) under terms agreeable to both parties.
- (I) The superintendent shall receive 10 days vacation annually after one year of employment exclusive of legal holidays and shall be entitled to 12 days sick leave annually. Vacation shall be taken during the contract year in which it is earned and shall not be cumulative. Earned sick leave shall be cumulative to a maximum of 90 days or as provided by Board policy for professional employees.
- (J) The Board of Education, at the request of the superintendent or when in accordance with state statutes, shall withhold and transfer an amount of salary monthly to be determined by the superintendent, permitting the superintendent of schools to participate, if desired, in a tax-deferred annuity program of his choosing.
- (K) Except as provided herein, the superintendent shall be entitled to any or all fringe benefits provided by Board policy for professional employees.
- (L) 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.

Orrick R-XI School District

ATTEST:

  
Secretary

  
Superintendent

  
President Board of Education

\*Contract will be adjusted when 2007-08 salary schedule is approved.

Please sign both copies of this contract and return to the Superintendent's office by April 13, 2007.