

**CONTRACT TO SERVE AS SUPERINTENDENT OF THE OSAGE  
COUNTY R-II SCHOOL DISTRICT, LINN, MISSOURI**

This agreement is entered this 28<sup>th</sup> day of March, 2008 between the Osage County R-II School District, Linn, Missouri Board of Education and Mary K. Elsensohn (superintendent).

1. **TERM.** The District agrees to employ Mary K. Elsensohn, and she agrees to accept such employment as superintendent of the District schools, for a period of two years, from July 1, 2008 through June 30, 2010, 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 as 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, 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 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 salary payable to the Superintendent under this agreement for the 2008-2009 school year shall be Eighty-seven thousand five hundred dollars (\$87,500). All subsequent years shall be determined by the salary schedule and Board of Education policy GCBA-R approved by the Board of Education for that school year.
4. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, and the American Association of School Administrators. The Superintendent may become a member of such other organizations as she may deem appropriate at District expense if approved. Unless directed otherwise the Board, the Superintendent may participate in any other educational programs at district expense within amounts budgeted for such purposes if, in her discretion,

such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include such amounts.

5. **EVALUATION.** The Board of Education shall conduct an annual performance based evaluation in December or January of each year.
6. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certified employees, and in addition shall be entitled to the following benefits.
  - (1) **VACATION.** The Superintendent shall be entitled to ten (10) days paid vacation during each year of this agreement, exclusive of weekends, legal holidays, and scheduled winter and spring breaks. 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 twenty days. Annual 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.
  - (2) **HEALTH & LIFE INSURANCE.** The Superintendent shall receive the same health and life insurance benefits as other certified district employees.
  - (3) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of her duties. Also, as a condition of employment, the Superintendent is required to purchase or lease a personally owned automobile for business purposes. As the Superintendent shall be required to travel between campuses and make other business related trips including, but not limited to, meetings with District representatives, attorneys, auditors, parents and constituents, it is recognized that the Superintendent will incur expenses of a business nature for the use of said vehicle. The Superintendent shall submit appropriate substantiation of all business expenses incurred and shall be reimbursed on a monthly basis a fee equal to the mileage rate that State of Missouri employees receive.
  - (4) **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of her employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
7. **TERMINATION- FOR CAUSE.** This contract may be terminated, following written notice and an opportunity for a hearing, for cause, including failure to comply with the terms of this contract. Following termination of this contract by the Board of Education, no further salary shall be payable. The Superintendent

may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.

- 8. **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.
- 9. **RETIREMENT.** The Superintendent may, by giving a minimum of ninety days written notice to the Board prior to the end of any school year, retire effective upon the completion of such school year during the term of this agreement and terminate this agreement effective upon such date. In order to exercise this option, the Superintendent must be eligible to receive full benefits under the Teacher Retirement System.
- 10. **CONTRACT EXTENSION.** At the regular January meeting 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. The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties.
- 11. **SEVERABILITY.** If it is determined at any time that any provision of this contract is illegal or unenforceable, the remaining terms shall not be affected.
- 12. **BOARD AUTHORIZATION AND SIGNATURES.**

**BY ORDER OF THE BOARD OF EDUCATION,** the District has approved this contract by majority vote of the Osage County R-II Board of Education, Linn, Missouri on the date first above written, and the Superintendent has accepted by signing below.

By: Alfred Brantlett  
President, Board of Education

03-28-08  
Date

Attest: Mary K. Elsensohn  
Secretary, Board of Education

4/14/08  
Date

SUPERINTENDENT  
Mary K. Elsensohn  
Mary K. Elsensohn

03-28-08  
Date

Benefits not stated in contract:

Sick Leave – 12 Sick leave Days accumulative per each year July 1 – June 30. Can accumulate up to 90 days and then request those days over 90 to be paid out as stated in Board Policy.

Personal Days – 3 days Personal accumulated each year July 1 – June 30. Days not used in the year accumulated will be transferred over to accrued Sick Days at the start of the next year.