

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 20th day of February, 2008, by and between [Laurie Mefford] ("1/2 time Superintendent") ("1/2 time Elementary Principal") and the Board of Education for the [OSBORN R-0 SCHOOL DISTRICT] ("Board"). In accordance with its actions, as found in the minutes of the meeting held on the 20th day of February, 2008, the Board has and does hereby employ [Laurie Mefford] as 1/2 Superintendent and 1/2 Elementary Principal of Schools for a period of 11 months commencing [July 1, 2008]. Both parties agree that said employee shall perform the duties of Superintendent/Elementary Principal of Schools in and for the 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:

That, in consideration of an annual salary of [amount (\$ 67,500)] for the 2008-09 contract year. The Superintendent/Elementary Principal agrees to perform faithfully the duties and obligations of Superintendent/Elementary Principal 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 [School District] Board of Education, and to serve as Executive Officer of the Board of Education.

*07-08
this amount was 60,000*

The Superintendent/Elementary Principal 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/Elementary Principal 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.

The Superintendent/Elementary Principal shall be reimbursed by the Board for meals, lodging, and other necessary expenses incurred in the performance of his/her duties. Mileage reimbursement is set at \$40 per mile.

The Board shall provide the Superintendent/Elementary Principal with personal and family medical and dental insurance and any other personal benefits accorded to other professional employees of the District. Any improvements in fringe benefits provided collectively to other professional employees will automatically apply to the Superintendent/Elementary Principal.

The Board shall provide the Superintendent/Elementary Principal with an accidental death policy of one hundred thousand dollars (\$100,000) based on premium not to exceed fifteen dollars (\$15) per month.

That the Superintendent/Elementary Principal shall join national and state professional organizations related to the Superintendent/Elementary Principal and those required by the

Board. In addition, the Superintendent/Elementary Principal shall attend appropriate professional meetings at the local, state and national level. The Board shall pay reasonable and necessary costs of memberships and meetings incurred in performance of his duties.

That the Superintendent/Elementary Principal does hereby agree to have a comprehensive medical examination not less than once every two years, and not more often than once each year; that a statement certifying the physical competency of the Superintendent/Elementary Principal shall be filed with the Secretary of the Board of Education and treated as confidential information by the Board, and the cost of said medical examination shall be paid by the Board.

That the Superintendent/Elementary Principal shall receive [Ten] days vacation annually, exclusive of legal holidays. Vacation shall be taken within eleven (11) months of the year in which it is earned and shall be cumulative to the extent that unused vacation days earned during a given year may be carried over for use in future year. Any accumulated vacation days remaining upon termination of the Superintendent/Elementary Principal employment shall be paid to the Superintendent/Elementary Principal at the rate of 1/230 (based on 11 month contract) multiplied by the annual salary then payable to the Superintendent/Elementary Principal.

The Superintendent/Elementary Principal shall receive ten (10) days of sick leave per year, and said sick leave is cumulative, as provided by Board Policy.

That the Board of Education shall defend, hold harmless, and indemnify the Superintendent/Elementary Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent/Elementary Principal 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/Elementary Principal was acting within the scope of his/her employment.

That the Superintendent/Elementary Principal will maintain a valid and appropriate certificate to act as Superintendent/Elementary Principal of Schools in the State of Missouri, as directed by the Board of Education.

That following the Board's decision to discharge, the Superintendent/Elementary Principal 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.

That should the Superintendent/Elementary Principal be unable to perform any or all of his/her duties by reason of illness, accident, or other cause beyond his/her control, and said disability exists for a period of more than sixty (60) consecutive days during any school year, the Board of Education may, at its discretion, make a proportionate deduction from the salary stipulated, and if such disability continues for more than ninety (90) consecutive days, or if said disability is permanent, irreparable, or of such a nature as to make the performance of his/her duties impossible, the Board may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations hereof shall terminate.

That 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/Elementary Principal and the Board, and concerning the Superintendent's/Elementary Principal's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's/Elementary Principal's performance on an on going basis.

Renewal of the Superintendent's/Elementary Principal'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/Elementary Principal for an additional year(s) under terms agreeable to both parties.

DATED this 18 day of March, 2008.


SUPERINTENDENT


PRESIDENT - BOARD OF EDUCATION


SECRETARY - BOARD OF EDUCATION