

**EMPLOYMENT CONTRACT
BETWEEN THE PARK HILL SCHOOL DISTRICT
AND DR. DENNIS FISHER**

THIS AGREEMENT made this 28 day of June, 2006 by and between PARK HILL SCHOOL DISTRICT, Platte, County, Missouri (“District”) and DR. DENNIS FISHER (“Superintendent”).

WHEREAS, District and Superintendent are desirous of entering into a new employment contract, which will set forth the rights, duties and obligations of the parties and will supercede any and all prior contracts, or amendments thereto;

WHEREAS, District is desirous of employing Dr. Dennis Fisher as Superintendent of Park Hill schools for a three (3) year period, the term of which commences on July 1, 2006, under the terms and conditions herein provided; and

WHEREAS, Dr. Fisher is desirous of obtaining such employment and serving as Superintendent of Park Hill schools, subject to the direction and control of the District’s Board of Education.

NOW, THEREFORE, District and Superintendent, for and in consideration of the mutual promises, covenants and payments herein set forth, agree as follows:

1. Term.

(a) District hereby employs Superintendent, and Superintendent hereby accepts employment, for a **three (3) year period which commences on July 1, 2006 and which ends on June 30, 2009.**

(b) On or before February 1, 2007 and on or before that date in any subsequent year, or at a mutually acceptable date after February 1, the Board will consider renewals or

extensions of this Contract as allowed by law. Any such renewal or extension must be in writing and mutually agreed by District and Superintendent.

(c) On or before February 1, 2007 and on or before that date in any subsequent year, or at a mutually acceptable date after such date, the contract of the Superintendent will be reviewed to consider any adjustment to salary and benefits, said salary adjustment not to reduce the annual salary and benefits below those in effect at the time of said review unless otherwise agreed by the parties. Any adjustment in salary and benefits made under this Contract shall be in writing and shall state the additional consideration therefor.

2. Superintendent's Powers, Duties and Responsibilities.

(a) Powers and Duties: The Superintendent shall be the chief executive officer of the District. He shall have such powers and duties as may be prescribed by the Board of Education or as are prescribed by law. Under the direction and control of the Board of Education, the Superintendent shall have charge of the administration of the schools; shall select, direct and assign teachers and other employees of the District; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall from time to time suggest regulations, rules, policies and procedures deemed necessary for the well ordering of the District, and in general shall perform all duties incident to the office of Superintendent and such other duties as may be prescribed by the Board from time to time.

(b) Responsibilities: The Superintendent shall professionally perform and carry out the duties specified herein and such job responsibilities as may be directed by the Board of Education or may be required by law. The superintendent's job responsibilities shall

include such responsibilities as are set forth in Exhibit A attached hereto and may be changed or modified at any time by the Board of Education.

(c) The Superintendent shall devote his full time and attention to the business of the District. He may engage in outside consulting work, speaking engagements, writing, lecturing or teaching only with the express approval of the Board of Education and then only if such activities do not interfere with his duties and responsibilities as Superintendent.

3. Professional Certification.

(a) Superintendent warrants and represents that he has or will immediately upon taking office obtain, and will keep in effect, all of the qualifications, certificates and licenses required by the State of Missouri for him to teach and perform the duties of Superintendent.

4. Professional Growth of Superintendent. District encourages the continuing professional growth of Superintendent through annual participation in:

(a) the conventions, programs and other activities conducted or sponsored by local, state and national school administrator associations, school board associations and/or professional organizations;

(b) seminars and courses offered by public or private educational institutions; and

(c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for District.

Subject to approval of the Board of Education, the District will permit a reasonable amount of release time for the Superintendent to attend to such matters. District will, subject to approval by the Board or as may be provided in Board policy, pay membership dues and assessments for such associations and organizations. District will also, subject to approval by the Board or as

may be provided in Board policy, pay reasonable and necessary travel and subsistence expenses in connection with meetings of such associations and organization.

5. Review and Evaluation. The Board shall provide the Superintendent, upon its own initiative or at the request of Superintendent, periodic opportunities to discuss Board/Superintendent relationships and to discuss the Superintendent's performance. Such discussions shall be held in executive session when applicable. The Board shall conduct a minimum of one written evaluation of the Superintendent each year.

6. Compensation.

(a) The District shall pay to the Superintendent an annual salary of \$159,000 during the first year of this Contract (2006-2007 academic year) and \$168,540 during the second year of this Contract (2007-2008 academic year). Compensation for the third year of this Contract (2008-2009 academic year) will be set in accordance with Paragraph 1(c) of this Contract.

(b) The District shall pay annually to the Superintendent, commencing during the period beginning July 1, 2006 and continuing thereafter until such time as the Employment Contract is no longer in effect, a sum as remuneration for the acquisition of his educational doctorate, as set forth more fully in the Administrator's Salary Fringe Benefits Agreement, under the same terms and conditions as other District administrators so qualifying; provided, however, that the sum during the first year of this Contract (2006-2007 academic year) equals \$2,750 and the sum during the second year of this Contract (2007-2008 academic year) equals \$3,000. The sum payable under this paragraph for the third year of this Contract (2008-2009 academic year) will be set in accordance with Paragraph 1(c) of this Contract.

7. Benefits. District shall provide Superintendent the following benefits:

(a) Insurance:

(i) Hospitalization, Health and Dental Insurance: District shall provide fully paid health and dental insurance for Superintendent and dependents, pursuant to and under the District's insurance program. In the event the District's insurance program includes more than one coverage option, the District shall provide the most comprehensive coverage option for Superintendent and dependents.

(ii) Liability Insurance Coverage: Shall be provided on the same terms as other twelve (12) month administrators pursuant to the District's liability policies.

(iii) Life Insurance: The District will pay the annual premium for term life insurance in the amount of four times the base salary, pursuant to and under the District's insurance program, provided Superintendent can prove insurability at normal rates.

(iv) Disability Insurance: Shall be provided on the same terms as to other twelve (12) month administrators.

(b) Vacation: Superintendent shall be entitled to twenty (20) days paid vacation a year. No more than ten (10) days vacation shall be taken in consecutive days with exceptions approved by the Board President. Vacation times shall be approved by the Board President. Vacation days may be accumulated in accordance with District policy for other twelve (12) month administrators.

(c) Leaves:

(i) Sick Leave: Shall be provided on the same terms as to other twelve (12) month administrators, pursuant to District policies.

(ii) Personal Business Leave: Shall be available only upon approval of the Board President.

(iii) Professional Leave: Leave may be granted by the Board President for participation in professional associations and organizations. See paragraph 4 herein.

(d) Retirement:

(i) Retirement Pay: Superintendent shall participate in the statutory retirement plan and shall participate under the same terms and conditions as other District administrators; provided, however, that the District will pay Superintendent's contribution to the plan. Further, in the event Superintendent qualifies, he shall be entitled to "retirement pay" under the same terms and conditions as other District administrators so qualifying.

(e) Automobile: The District shall lease or purchase, maintain and insure a full-size, American-made vehicle which shall be for Superintendent's business and personal use.

(f) Business and Professional Expense: Superintendent shall receive reimbursement for reasonable local business, professional and incidental expenses. Reasonable and necessary expenses for local and non-local travel shall be submitted to the Board for approval and reimbursement.

(g) Physical Examination: Employment of Superintendent under this Contract is contingent upon satisfactory completion of a physical demonstrating that Superintendent is in good health and fit to perform duties of Superintendent. District shall pay for such examination. Superintendent shall be required to obtain a complete physical examination at least annually. The Board of Education shall pay out-of-pocket expenses toward such examination. The Board President shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform his duties and such report shall be kept confidential.

8. Residence. The Superintendent shall reside and be domiciled within the boundaries of the District by July 1, 2005. However, if circumstances arise which are beyond Superintendent's control and which temporarily delay his relocation into the District, the condition of Superintendent's residency and domicile shall not become effective until December 1, 2005.

9. Rules, Regulations and Policies. The rules, regulations and policies of District are incorporated in this agreement by reference, the same as if fully set out herein, and the same shall be binding upon the District and upon Superintendent. Superintendent will familiarize himself with, conform to, and fully enforce all such Rules, Regulations and Policies.

10. Termination of Employment Contract. This Contract may be terminated by:

(a) Mutual agreement of the parties.

(b) Disability of Superintendent.

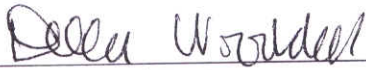
(c) Death of Superintendent.

(d) Discharge by the District for Cause: Cause shall include, but not be limited to, breach of this agreement, insubordination, neglect of duty, immoral conduct, violation of the schools laws of the state or the policies of the school board, excessive or unreasonable absence from duty, arrest for or conviction of a felony or crime involving moral turpitude or conduct prejudicial to good order and discipline or likely to bring the District or Superintendent public disgrace. Prior to such discharge, notice shall be given in writing and Superintendent shall be entitled to appear before the Board to discuss such causes. Superintendent shall be informed of the reasons for such proposed discharge and provided an opportunity to respond to them. If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed session.

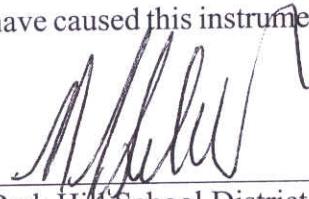
11. Applicable Law. This agreement has been made and executed in Missouri and shall be interpreted and enforced in accordance with the laws of the State of Missouri.

12. Entire Agreement. This Contract represents the entire agreement between the parties regarding the employment of the Superintendent by the Board and there are no verbal agreements to modify its terms. Any modifications or addenda must be in writing and properly approved by the parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first hereinabove written.



Attest



Park Hill School District
By: Ron Schieber
President of the School Board



Dr. Dennis Fisher