

## CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS PATTONSBURG R-II SCHOOL DISTRICT

This agreement is entered this 10th of January, 2008 between the Board of Education of the Pattonsburg R-II School District ("Board" or "District") and Cheryl Cornett ("Superintendent").

**1. TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as Superintendent of the District, for an initial period of **two (2) years, from 7/01/07 through 6/30/09** subject to the provisions of this agreement. The Board, at its option, may let the contract go the full term prior to renewal, or renew this contract yearly or make the contract into a three-year contract at some point in time. The dollar amounts for each year of the contract must be clearly stated on the contract. Should the board move to a three-year contract, then year two and year three salaries would need to be stated as the first year of the "new three year contract" would have been stated on the previous two year contract.

**2. SUPERINTENDENT'S DUTIES.** The Superintendent shall at all times during the term of this agreement possess a valid Missouri certificate that licenses him/her as a School Superintendent.

The Superintendent shall have responsibility for the day to day 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 or 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 or 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. PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of the Missouri Association of School Administrators, the American Association of School Administrators, and the Northwest District Administrator's Association at District expense, and may attend educational programs offered through such organizations at District expense, when approved by the Board. The Superintendent is encouraged to participate in Northwest Regional Superintendent meetings held in the St. Joseph area on a regular basis. The annual budget submitted by the Superintendent shall include such amounts.

**4. COMPENSATION.** The salary payable to the Superintendent under this agreement for the 07-08 school year shall be seventy-thousand (\$70,000). The salary payable to the Superintendent under this agreement for the 08-09 school year shall be seventy-thousand (\$70,000). <sup>\*</sup>Second year salary may be negotiated with the Board. The contract agreement is with the stipulation that Mrs. Cornett can obtain appropriate certification.

**5. EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to discuss the Superintendent's evaluation of his or her performance. The Board and Superintendent should mutually agree upon the method used to evaluate the Superintendent shortly after the start of the contract period

**6. BENEFITS.** The Superintendent shall be entitled to most of the benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:

- (1) **VACATION.** The superintendent shall be entitled to twenty (20) days paid vacation during each year of this agreement exclusive of weekends and the six legal holidays (July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day). Any other day that is taken off should be counted as a vacation day. The Superintendent's year is based on a 260-day calendar with 234 of these days designated as work days when the vacation and holidays are subtracted from the 260 days. The Board of Education feels it is important that the vacation days be used to rejuvenate the Superintendent, therefore, vacation days are not allowed to be carried over from one year to the next.
- (2) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his/her duties. The Superintendent shall submit appropriate substantiation of all business expenses incurred. Receipts should accompany all requests for reimbursement.
- (3) **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his/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.
- (4) **TRANSPORTATION EXPENSE.** As a condition of employment, the Superintendent is required to furnish his/her own transportation for business purposes. As the Superintendent shall be required to travel for business purposes approved by the board, it is recognized that the Superintendent will incur certain expenses for use of said vehicle; therefore the Board will reimburse the Superintendent \$ 30 per mile (or the board approved rate) for the business use of said vehicle. This does not include the trips to and from work. All requests must be substantiated.
- (5) **SICK/PERSONAL LEAVE.** The Superintendent is entitled to ten paid sick leave and two personal leave days per year. Sick days can be allowed to accumulate to a maximum of twenty (20) days. Personal leave days are not cumulative.

**7. TERMINATION – DISABILITY.** In the event of any illness or disability which renders the superintendent unable to perform the essential duties required under this agreement with or without reasonable accommodation, following the expiration of any types of leaves or vacation that the Superintendent is entitled to be paid for, and what ever period is required under any district disability/workman's comp. policy referred to as "unpaid leave" prior to inception of Workman's Comp. Benefits. If the Superintendent is unable to perform his/her duties within six months from the date that such illness or disability caused the Superintendent to be unable to perform the duties, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

**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 or any cause for which the contract of a permanent teacher may be terminated. Except in the case of alleged immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected, at least sixty days before charges are filed, and an opportunity to address the problem areas identified in the written notice. 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.

**9. SATISFACTION OF CONTRACT.** The Board 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.

**10. 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 one of the Teacher Retirement System programs upon his retirement.

**11. CONTRACT EXTENSION.** By February 1 of each year that this agreement remains in effect, the District shall notify the Superintendent of whether it intends to extend this agreement as noted in item #1. The terms of the agreement shall be reduced to writing in the form of an addendum and signed by the District and the Superintendent.

**12. 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.

**13. HEALTH INSURANCE.** The Superintendent shall be entitled to the same benefit that the professional staff receives.

**14. BOARD AUTHORIZATIONS AND SIGNATURES**

**BY ORDER OF THE BOARD OF EDUCATION.** The District has approved this contract by a majority vote of the entire Board of Education on the date noted at the beginning of this instrument. The Superintendent has accepted by signing below,

**PATTONSBURG R-II SCHOOL DISTRICT**

By: *Craig L. ...*  
President, Board of Education

1-17-07  
Date

Attest: *... Estep*  
Secretary, Board of Education

1-17-07  
Date

*Cheryl Cornett*  
SUPERINTENDENT

01/11/2007  
Date

OFFER VALID UNTIL 8:00 A.M. MONDAY, JANUARY 22, 2006

1. MOVING EXPENSES. The Board shall pay a sum of not in excess of \$1,200 to help offset the cost of moving  
ii. A residence in Daviess County. The reimbursement will be paid based on appropriate substantiation of the  
expenses.

\* Year 2 Salary -  $3\frac{1}{2}\%$  increase (to \$72,450)

This was the same percentage of increase  
as all non-salary schedule staff.

Most benefits I receive all included in the  
Contract -

- 1) BOE paid membership to MASA, AASA, & Northwest District Admin. Assoc.
- 2) Mileage reimbursement @ \$.30/mile for business trips.  
No Meals are reimbursed by District
- 3) 20 days vacation + 6 legal holidays.
- 4) 10 paid sick days & 2 personal leave days/year  
& can accumulate to 20 days.
- 5) BOE paid health insurance for employees only -  
(all full time staff have this benefit.)
- 6) BOE paid business expenses.