

PERRY COUNTY SCHOOL DISTRICT NO. 32
Superintendent Contract

The Employment Contract (hereinafter referenced as "Contract" or "Agreement") is made and entered into on the date of mutual execution below by and between the Governing Board of the Perry County School District No. 32, hereinafter referred to as **DISTRICT**, and Kevin Dunn, hereinafter referred to as **SUPERINTENDENT**.

WHEREAS, DISTRICT desires to provide **SUPERINTENDENT** with a written employment contract in order to enhance administrative ability to and continuity within the schools which **DISTRICT** believes generally improves the quality of its overall educational program; and, **WHEREAS, DISTRICT** and **SUPERINTENDENT** believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools.

NOW, THEREFORE, DISTRICT and **SUPERINTENDENT**, for the consideration herein specified, agree as follows:

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as Superintendent of the District's schools, for a period of **three school/contract years, from July 1, 2007 through June 30, 2010**, subject to the provisions of this agreement.

The parties agree that this Contract shall supercede any previous agreement between the parties regarding employment beyond the 2006-07 contract year.

2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall at all times during the term of this agreement possess a valid certificate enabling him/her to serve as a 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, 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, including the regional organization, and the American Association of School Administrators, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of such other organizations as he or she may deem appropriate at District expense if approved by the Board. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within amounts budgeted for such purposes if, in his or her discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include amounts necessary for purposes of this paragraph.

4. EVALUATION. The Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his or her performance under the applicable guidelines for performance based evaluation available through the Department of Elementary and Secondary Education, or under another evaluation method agreed upon by the Superintendent and the Board.

5. COMPENSATION.

- a. The salary payable to the Superintendent for the 2007-08 contract year shall be **\$98,000.**
- b. The salary for the 2008-09 contract year shall be **\$98,000**, plus the percentage increase awarded for that contract year to certificated staff members on the top level of the teachers' salary schedule.
- c. The salary for the 2009-10 contract year shall be the salary amount for 2008-09, plus the percentage increase awarded for that contract year to certificated staff members on the top level of the teachers' salary schedule.

6. HEALTH INSURANCE. The Superintendent shall receive **full family health insurance coverage** and any other personal benefits accorded to other professional employees of the District. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent.

7. MEDICAL EXAMINATION. The Superintendent shall obtain a **comprehensive medical examination, the actual cost of which shall be paid by the Board, not less than once every two years and no more often than once each year.** A copy of the examination or certificate of the physician certifying the physical ability of the Superintendent to perform the essential functions of his/her position shall be given to the Board President and maintained confidentially by the District.

8. TERM LIFE INSURANCE. The Board shall provide and pay the premiums for term life insurance for the Superintendent during the term of this agreement **in an amount equal to the nearest highest thousand dollars of annual salary.**

9. VACATION. The Superintendent shall be entitled to **twenty (20) days paid vacation** during each year of this agreement, exclusive of weekends and legal holidays. Vacation days

will be earned at the beginning of each contract period. Vacation days not used within 14 months of the beginning of the contract period will be forfeited. The Board of Education, under certain circumstances, may allow the Superintendent to carry over a maximum of five (5) days of vacation into the next contract year.

10. OTHER WORK. The Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations, so long as such other work does not interfere in a material and substantial way with the Superintendent's obligations set forth in this agreement.

11. EXPENSE REIMBURSEMENT. The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his or her duties.

12. 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.

13. SICK LEAVE. The Board shall provide the Superintendent twelve (12) days of "sick leave" to be used according to Board Policy. At the termination of this contract, the Superintendent may carry forward unused "sick leave" as an accumulated balance under a contract for the immediately following school year, subject to accumulation caps established by Board Policy. If this contract terminates employment and is not followed by a contract for the successive school year, accumulated sick leave within the permissible Sick Leave Compensation Policy established by the Board of Education shall be liquidated into cash at the rate of the prevailing cost of a substitute teacher's pay, subject to all applicable taxes and other required deductions.

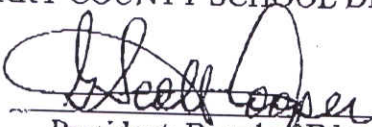
14. TERMINATION OF EMPLOYMENT CONTRACT. This employment contract may be terminated by:

- A. Mutual agreement of both parties.** This may be at any time and under any conditions that the Board of Education and the Superintendent agree upon. These conditions shall be reduced to writing.
- B. Without Superintendent's Concurrence.** The Board of Education may propose to discharge all its obligations under the Superintendent's contract at any time by paying to the Superintendent all salary and benefits to which the Superintendent would be entitled under the remainder of the contract.
- C. With Disability by the Superintendent.** In the event of disability by illness or incapacity, after the Superintendent's sick leave has been exhausted, the compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of his/her duties. The Board of Education may terminate the Superintendent's contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his/her employment for whatever cause for an additional continuous period of 120 working days. All obligations of the District shall cease upon such termination.

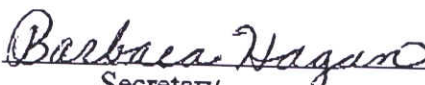
- D. Termination with Cause.** Termination of the Superintendent's employment for cause shall result from conduct by the Superintendent that is seriously prejudicial to the District, including but not limited to neglect of duty, breach of contract, or any cause for which the employment of a permanent teacher may be terminated. If the termination for cause is the result of the Superintendent's incompetence, insubordination or neglect of duty, the Superintendent shall be given written notice sixty days before action is taken. During this sixty-day period, the Superintendent shall be afforded an opportunity to address the problem areas identified in the written notice. For any other cause, the termination will be initiated with notice of charges, as provided in paragraph E.
- E. Termination Procedures.** The Superintendent's contract can be terminated for cause following notice of charges and a hearing for reasons that would justify the termination of a permanent teacher. The hearing may be held in either open or closed session. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the Superintendent shall bear any costs incurred therein. The Board of Education shall provide to the Superintendent a written decision describing the results of the meeting. The Superintendent may be suspended with pay pending the Board's final decision. If the Superintendent is discharged for cause, no further salary or benefits shall be due to the Superintendent upon the delivery of the final decision of the Board of Education to the Superintendent in writing.
- 15. 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.
- 17. NOTIFICATION OF INTENTION TO CONTINUE EMPLOYMENT.** No later than October 31, of the final contract year of this Agreement, the Board will meet to determine whether to extend the Superintendent's employment beyond the existing contracted period. The following process shall be followed in making this determination:
- a. The Board shall make a formal motion "to extend employment to the Superintendent for an additional school year subject to the negotiation and approval of a written contract setting forth the terms of continued employment."
 - b. If the motion fails to receive a second or fails to achieve a majority vote of the Board, then the Board President will notify the Superintendent in writing of such fact.
 - c. If the motion receives a favorable vote of a majority of the Board, then a written contract with the terms of such employment shall be prepared, negotiated, signed and approved by the Superintendent, and voted upon by the Board no later than November 30 of the final contract year of this Agreement.
 - d. The Superintendent may submit written notification to the Board that he/she does not desire a contract extension beyond the existing contract period. If such written notification is made by October 31 of the final contract year, then the above-described procedure will not apply.

BY ORDER OF THE BOARD OF EDUCATION, the District has approved this contract by majority vote of the Board of Education as signified below, and the Superintendent has accepted by signing below.

PERRY COUNTY SCHOOL DISTRICT NO. 32

By: 
President, Board of Education

4/18/07
Date

Attest: 
Secretary

4-18-07
Date

SUPERINTENDENT



4/18/07
Date