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PRINCIPAL'S CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 11TH DAY OF FEBRUARY 1999, BETWEEN ALMETA KAY MCMURTREY, A LEGALLY QUALIFIED PUBLIC SCHOOL TEACHER, OF THE FIRST PART, AND THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF PHELPS COUNTY R-III, COUNTY OF PHELPS, STATE OF MISSOURI, OF THE SECOND PART.

WITNESSETH, THAT THE SAID ALMETA KAY MCMURTREY AGREES TO PERFORM ALL DUTIES INCUMBENT UPON HER AS PRINCIPAL OF PUBLIC SCHOOLS WITHIN AND FOR SAID SCHOOL DISTRICT FOR A TERM OF TWO YEARS, COMMENCING ON THE 9TH DAY OF AUGUST 1999 FOR WHICH SERVICES PROPERLY RENDERED AND REPORTS CORRECTLY MADE, ACCORDING TO LAW, SAID BOARD OF EDUCATION AGREES TO ISSUE WARRANTS IN FAVOR OF THE PARTY OF THE FIRST PART UPON THE TREASURER OF SAID SCHOOL DISTRICT IN ACCORDANCE WITH THE FOLLOWING TERMS.

INSTALLMENTS IN ACCORDANCE WITH BOARD POLICY:

(A) THE PRINCIPAL AGREES TO HAVE AND MAINTAIN AN ELEMENTARY PRINCIPAL'S CERTIFICATE

(B) THE SALARY FOR THE CONTRACT PERIOD BEGINNING TWO WEEKS BEFORE THE FIRST DAY OF THE 1999-2000 SCHOOL YEAR AND ENDING TWO WEEKS AFTER THE LAST DAY OF THE 1999-2000 SCHOOL YEAR SHALL BE 1.42% TIMES LOCATION ON SALARY SCHEDULE AND SHALL BE PAID MONTHLY BY TWELVE EQUAL INSTALLMENTS.

(C) THE SALARY FOR THE CONTRACT PERIOD BEGINNING TWO WEEKS BEFORE THE FIRST DAY OF THE 2000-2001 SCHOOL YEAR AND ENDING TWO WEEKS AFTER THE LAST DAY OF THE 2000-2001 SCHOOL YEAR SHALL BE 1.42% TIMES LOCATION ON SALARY SCHEDULE AND SHALL BE PAID MONTHLY BY TWELVE EQUAL INSTALLMENTS.

(D) THE TERMINATION DATE OF THE EXISTING CONTRACT MAY AT THE END OF ANY CONTRACT YEAR BE EXTENDED IF AGREEABLE TO BOTH PARTIES, BUT AT NO TIME SHALL THE REMAINDER OF THE CONTRACT TOGETHER WITH ANY EXTENSION EXCEED THREE YEARS.

(E) SHOULD THE PRINCIPAL BE UNABLE TO PERFORM ANY OR ALL OF HER DUTIES BY REASON OF ILLNESS, ACCIDENT, OR OTHER CAUSE BEYOND HER CONTROL AND SAID DISABILITY EXISTS FOR A PERIOD OF MORE THAN 3 MONTHS DURING ANY SCHOOL YEAR, THE BOARD OF EDUCATION MAY IN ITS DISCRETION MAKE A PROPORTIONATE DEDUCTION FROM THE SALARY STIPULATED, AND IF SUCH DISABILITY CONTINUES FOR MORE THAN SIX MONTHS OR IF SAID DISABILITY IS PERMANENT, IRREPARABLE, OR OF SUCH NATURE AS TO MAKE THE PERFORMANCE OF HER DUTIES IMPOSSIBLE, THE BOARD OF EDUCATION MAY AT ITS OPTION, TERMINATE THIS AGREEMENT, WHEREUPON THE RESPECTIVE DUTIES, RIGHTS AND OBLIGATIONS HEREOF SHALL TERMINATE.

(F) THE BOARD OF EDUCATION SHALL PROVIDE THE PRINCIPAL WITH A PER MILE ALLOWANCE PLUS ACTUAL EXPENSE REIMBURSEMENT FOR EXPENSES INCURRED FOR THE DISTRICT.

(G) EARNED SICK LEAVE SHALL BE CUMULATIVE TO A MAXIMUM OF 60 DAYS OR AS PROVIDED BY BOARD POLICY FOR TEACHERS.

(H) THE BOARD OF EDUCATION AT THE REQUEST OF THE PRINCIPAL AND WHEN IN ACCORDANCE WITH STATE STATUTES SHALL WITHHOLD AND TRANSFER AN AMOUNT OF SALARY ANNUALLY OR SEMI-ANNUALLY. SAID AMOUNT TO BE DETERMINED BY THE PRINCIPAL, PERMITTING THE PRINCIPAL OF SCHOOLS TO PARTICIPATE, IF SHE SO DESIRES, IN A TAX-DEFERRED ANNUITY PROGRAM OF HER CHOOSING.

(I) EXCEPT AS PROVIDED HEREIN, THE PRINCIPAL SHALL BE ENTITLED TO ANY OR ALL FRINGE BENEFITS PROVIDED BY BOARD POLICY FOR TEACHERS.

(J) THE PRINCIPAL SHALL ATTEND AND BE A MEMBER OF APPROPRIATE PROFESSIONAL ORGANIZATIONS AT THE LOCAL, STATE, AND NATIONAL LEVEL. THE EXPENSES OF MEMBERSHIP AND ATTENDANCE TO BE INCURRED BY THE DISTRICT.

(K) IF IN THE INTEREST OF THE PHELPS COUNTY R-III SCHOOL DISTRICT'S CLASSIFICATION, THE PRINCIPAL NEEDS TO DO ADDITIONAL STUDY, RELEASE TIME, (NOT IN EXCESS OF ONE DAY PER WEEK) SHALL BE ARRANGED WHILE SCHOOL IS IN SESSION. SHOULD SUMMER RELEASE TIME BE NEEDED, THE BOARD AGREES TO NEGOTIATE THIS AT THE APPROPRIATE TIME.

DONE BY ORDER OF THE BOARD OF EDUCATION THIS 11TH DAY OF FEBRUARY 1999.

ATTEST:

Thelma A. Gentry
SECRETARY, BOARD OF EDUCATION

Paul Edgar
PRESIDENT, BOARD OF EDUCATION
Almeta Kay McMurtry
PRINCIPAL

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Attachment to the original contract of Almeta Kay McMurtrey, Phelps County R-3 School District, Edgar Springs, Missouri.

Changes from 1999 to present contract of 2007-2008 to 2009-2010
I am now considered the principal/superintendent versus principal.

1. Finished my masters and specialist degrees on my own time and money
2. Compensation package is from a factoring of the teacher's salary schedule. 2007-08 Salary
Where I would be on the scale in years x 1.90 factor = total salary
This school year that would be step _____ at a salary of 79,850 x 1.90 = _____
3. I am paid the federal rate of mileage a request I made two years ago for use of my personal car. Mileage is currently 50.5 cents per mile.
4. The district now allows for 90 days of accumulated sick leave versus 60 as in the original contract, this is the same as the teachers.
5. Vacation time is now 20 days per year and is paid rather than being off for a month during the summer. My contract calls for 261 days of work per year. I can accumulate to 50 days.
6. Meals of the administrator will be at the expense of the district since she takes her meals at the school and supervises the food service program.
7. The district does withhold from my salary an amount determined by me for a tax deferred annuity program.
8. Medical examination is required every two years by the Board of Education at the expense of the district.

Here are the requested documents from our district as of July 28, 2008 at 11:30 a.m. after conversation with Cynthia at the Show-Me Institute.

Sincerely,


Kay McMurtrey
Superintendent