

CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
PLEASANT HOPE R- VI SCHOOL DISTRICT

This agreement is entered this the 14th day of December, 2007, between the Board of Education of the Pleasant Hope R- VI School District ("Board" or "District") and Thomas Allen ("Superintendent").

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 two years, for the 2008-2009 and 2009-2010 school years, this contract to be purely executory and shall not become effective until July 1, 2008.

2. **SUPERINTENDENT'S DUTIES.** The Superintendent agrees to devote his full time, skill, labor and attention to his employment during the terms of this Contract and at all times during the term of this agreement possess a valid certificate enabling him to serve as a Superintendent of schools in the State of Missouri.
 - (1) The Superintendent shall have the 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 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 duties and supervise the employees and students of the District in a manner consistent with such laws and regulations.

 - (2) 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 shall join national and state professional organizations related to the Superintendency and those required by the Board. In addition, the Superintendent shall attend appropriate professional meetings at the local, state and national level. The Board shall pay for the costs of such memberships in an amount not to exceed \$1,000 annually, or as otherwise specifically approved by the Board.

4. **COMPENSATION.** The salary payable to the Superintendent under this agreement for the 2008-2009 school year shall be \$85,000 and for the 2009-2010 school year shall be \$87,500. Salary shall be payable in equal installments on a monthly basis and is subject to all deductions required by law.
5. **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 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.
6. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:
 - (1) **HEALTH.** The Superintendent shall receive family health insurance coverage and any other personal benefits accorded to other professional employees of the District. Any improvements in benefits provided to other professional employees will automatically apply to the Superintendent.
 - (2) **VACATION.** The Superintendent shall be entitled to twelve (12) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Vacation days shall not be cumulative from one year to the next. .
 - (3) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his duties in an amount not to exceed \$250.00 monthly, or as otherwise approved by the Board.
 - (4) **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent provided said acts arise out of his employment with the districts and are based upon acts within the course and scope of employment, excluding criminal litigation, claims for intentionally wrongful acts under federal, state or local law which result in a monetary judgment or settlement (whether or not there is an admission of liability as a result of a settlement) and any defense or indemnification that the District cannot provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

(5) **TRANSPORTATION EXPENSE.** As a condition of employment, the Superintendent is required to purchase or lease a personally owned automobile. As the Superintendent shall be required to travel between campuses and make other business related trips including, but not limited to, meetings with District representatives, attorneys, auditors, parents and constituents, it is recognized that the Superintendent will incur certain expenses of a business nature for the use of said vehicle. **Therefore, the Board will reimburse the Superintendent for a rate established from time to time by the Board for the business use of said vehicle.** The Superintendent shall submit appropriate substantiation of all business expenses incurred. To the extent that this allowance is unsubstantiated, it **shall be included in the Superintendent's taxable income.** The Superintendent shall bear all costs associated with the purchase, upkeep and maintenance of the vehicle.

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 period of leave required by law, and including any regular sick leave days or other regular leave days to which the Superintendent is entitled, wick period of leave shall be paid, and an additional period of paid leave if necessary so that the total period of paid leave terminates effective with the payment of benefits under any policy of disability insurance provided under this agreement, or six months from the date that such illness or disability caused the Superintendent to become unable to perform duties under this agreement, whichever period is shorter, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.
8. **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 or immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected, at least thirty 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.

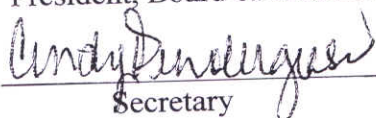
9. **SATISFACTION OF CONTRACT.** The Board of Education may completely discharge its obligations under this agreement at any time by payment to the Superintendent all of the contracted salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.
10. **EXTENSION OF CONTRACT.** Renewal of the Superintendent's Contract shall be considered and a decision made to offer, or not to offer, an additional contract year at the Board's regular meeting in January during each contract year.
11. **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.
12. **BOARD AUTHORIZATION AND SIGNATURES.**

BY ORDER OF THE BOARD OF EDUCATION, the District has approved this contract by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below.

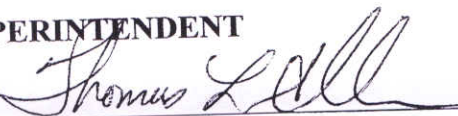
PLEASANT HOPE R - VI SCHOOL DISTRICT

By: 
President, Board of Education

Date 12-14-07

Attest 
Secretary

SUPERINTENDENT

By: 
Thomas Allen

Date 12/14/07