

**EMPLOYMENT CONTRACT
BETWEEN**

Randy Davis

and the

GOVERNING BOARD OF THE POTOSI R-3 SCHOOL DISTRICT OF POTOSI, MISSOURI

The Employment Contract, made and entered into this 18th day of December, 2007, by and between the Governing Board of the Potosi R-3 School District, hereinafter referred to as DISTRICT, and Randy Davis, hereinafter referred to as SUPERINTENDENT.

WHEREAS, DISTRICT desires to provide SUPERINTENDENT with a written employment contract in order to enhance administrative stability 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.

DISTRICT, in consideration of the promises, herein contained, of SUPERINTENDENT, hereby employs, and SUPERINTENDENT THEREBY accepts employment as Superintendent of Schools for a term of **three (3) years from July 1, 2008 through June 30, 2011.**

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION. SUPERINTENDENT shall hold a valid certificate issued by the State Board of Education.

B. DUTIES. SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board. He (she) shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his (her) supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT subject to the approval of the board; shall select all personnel subject to the approval of the board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties incident to the office of the superintendent and such others duties as may be prescribed by the board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions, called to its attention to the Superintendent for study and recommendation. The Superintendent shall attend all open Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of School Board Committees as directed and provide administrative recommendations on each item of business considered by each of these groups. The Superintendent shall comply with all applicable laws and shall notify the board in a timely fashion of its legal duties and obligations.

The BOARD shall evaluate the performance of the Superintendent by the use of a performance based evaluation which will be provided at times throughout the year which will be determined by the parties within 60 days of the effective date of this contract.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT, DISTRICT encourages the continuing professional growth of SUPERINTENDENT through his (her) participation, as he (she) might decide in light of his (her) responsibilities as SUPERINTENDENT, in:

A The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations:

B Seminars and courses offered by public and private educational institutions; and

C Informational meetings with other person whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his (her) professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT as he (she) deems appropriate, to attend to such matters and pay for the necessary fees for travel and subsistence expenses as approved by the District in the annual budget.

4. COMPENSATION

The superintendent's salary for the 2008-2009 school year shall be \$145,000. The salary for the 2009-2010 school year shall be \$145,000. The salary for the 2010-2011 school year shall be \$145,000. In addition, the DISTRICT will provide an additional \$10,000 per year for the length of this contract to purchase an annuity in his name solely.

In addition, the increase in compensation and benefits will begin on January 1, 2008.

5. VACATION AND OTHER BENEFITS

- A. SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with DISTRICT, including but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits. SUPERINTENDENT shall receive annually 20 days vacation for the months school is not in session and 5 personal days exclusive of holidays to be used during the months school is in session.
- B. District shall pay 100 percent of Superintendent's membership charges to local Rotary Club, MASA, AASA, NSTA and Missouri Association of School Business Officials.
- C. District shall pay all Cellular Phone fees and charges.
- D. District shall pay Superintendent's Life Insurance up to \$100,000.
- E. District shall pay Superintendent's Unused Vacation and Personal Days.
- F. District shall pay Superintendent's cost of either a Long-Term Disability Insurance Policy or a Short-Term Disability Insurance Policy.
- G. District shall pay Superintendent's cost of Health Insurance Premium, Dental Insurance Premium and Vision Insurance Premium for the best option available through the current plan for Mr. and Mrs. Davis and their two children.

6. EXPENSES

7. AUTOMOBILE ENTITLEMENT

The district shall provide a monthly mileage allowance in the amount of \$750 per month for in district travel and 35 cents per mile for out of district travel.

8. PROFESSIONAL LIABILITY

- A. DISTRICT agrees that it shall defend, hold harmless, and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against SUPERINTENDENT in his (her) individual capacity, or in his (her) official capacity as agent and employee of the DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of his (her) employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under state law. In no case will individual board members be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.
- B. If in the good faith opinion of SUPERINTENDENT, conflict exists as regards the defense to such claim between the legal position of SUPERINTENDENT and the legal position of DISTRICT, the SUPERINTENDENT may engage counsel to represent his (her) interests.
- C. DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event DISTRICT and SUPERINTENDENT have adverse interests in such litigation.

9. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement of SUPERINTENDENT

C. Disability of SUPERINTENDENT

In the event of disability by illness or incapacity, after SUPERINTENDENT'S sick leave has been exhausted, the compensation shall be reinstated after SUPERINTENDENT has returned to employment and undertaken the full discharge of his (her) duties. DISTRICT may terminate this contract by written notice to SUPERINTENDENT at any time after 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 30 days. All obligations of DISTRICT shall cease upon such termination.

If a question exists concerning the capacity of SUPERINTENDENT to return to his (her) duties DISTRICT may require superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. DISTRICT and SUPERINTENDENT shall mutually agree upon the physician who shall conduct the examination. The examination shall be at the expense of DISTRICT. The physician shall limit his (her) report to the issue of whether SUPERINTENDENT has a continuing disability which prohibits him (her) from performing his (her) duties.

D. Discharge for cause.

Discharge for cause shall constitute conduct which is seriously prejudicial to 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. Notice of charges and of the opportunity for a hearing shall be given in writing and SUPERINTENDENT shall be entitled to appear before the Board to discuss such causes. If SUPERINTENDENT chooses to be accompanied by legal counsel at such meeting, he (she) shall bear any costs therein involved. Such meeting shall be conducted in closed session. SUPERINTENDENT shall be provided a written decision describing the results of the meeting. The superintendent may be suspended with pay pending the Board's final decision. If discharged for cause, no further amount shall be due under the contract.

E. The district may completely discharge its obligations under this agreement at any time by paying to the superintendent all salary to which the superintendent would be entitled under the remainder of the contract term.

10. SAVINGS CLAUSE

If during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in paragraph 1 above.

POTOSI R-3 SCHOOL DISTRICT

Brian W. McFarland

Shirley D. Gordon

By: _____
PRESIDENT

SECRETARY

[Signature]

SUPERINTENDENT

This employment Contract was approved by vote of the School Board at a public meeting duly held on the 18th day of December, 2007, and has been made a part of the minutes for that meeting.