

RICHMOND R-XVI SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of March, 2007, by and between the Board of Education of the Richmond R-XVI School District, of Ray County, MO, hereinafter referred to as District, and Mr. James M. Robins, hereinafter referred to as Superintendent, WITNESSETH:

WHEREAS, the district desires to employ the Superintendent as Superintendent of Schools of the Richmond R-XVI School District for the school years, 2007-2008, 2008-2009, 2009-2010; and

WHEREAS, the Superintendent desires to serve in the capacity of Superintendent of Schools of the Richmond R-XVI School District; and

WHEREAS, it is the desire of both parties to enter into a written agreement setting out the duties and obligations of both parties:

NOW THEREFORE, in consideration of the above-recited premises and of the mutual covenants hereinafter set out to be kept and performed by the parties hereto, it is mutually agreed as follows:

1. The superintendent shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the Board: shall direct and assign teachers and other employees of the schools under his 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 other 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.
2. The Superintendent covenants that he holds a valid Missouri Superintendent's Certificate, or will obtain certification within the first year of service, and that he is legally qualified to act as the Superintendent of the School District.
3. The salary of the Superintendent for the 2007-2008 shall be \$97,290.00. The salary for the 2008-2009 not less than \$99,333.00 and the 2009-2010 school year shall be not less than \$101,419.00. In addition the district will make a \$6,000 per year payment to the Public School Retirement System.
4. The District shall provide the same liability coverage for the Superintendent that is provided for its board of directors.

5. The District shall provide the Superintendent a \$400.00 per month car allowance for district related travel in his automobile.
6. The District shall reimburse the Superintendent for all expenses incurred by him in the performance of his duties, and the Superintendent shall maintain an accurate account on a monthly basis of all such expenses incurred by him to be reimbursed by the District.
7. The District shall pay for the personal health insurance of the Superintendent and shall pay the health insurance premium of the spouse and dependent children of the superintendent.
8. The Superintendent shall be entitled to twenty (20) non-session vacation days each year, which shall be non-accumulative.
9. The District shall pay the Superintendent's membership charges in three professional, and one local organization of the Superintendent's choice.
10. The Superintendent will attend appropriate professional meetings at the local, state and national level and his expenses incurred in attending such meetings shall be paid by the District as approved in the annual budget.
11. The District shall provide and pay the premium of a life insurance policy on the Superintendent in the amount of two times his current salary or \$200,000, whichever is less, payable to a beneficiary designated by the Superintendent. In the event the Superintendent is unable to qualify for life insurance, then the District shall have no further obligation under this provision of the agreement.
12. The Superintendent shall be entitled to one (1) day of sick leave for each calendar month worked, which will accrue to a total of one hundred days.
13. The District shall evaluate and assess in writing the performance of the Superintendent at least once each year on or before January 30, during the term of this contract. Any evaluation will include specific recommendations as to areas of improvement in all instances where the District deems performance to be unsatisfactory. A copy of the written evaluations shall be delivered to the Superintendent.
14. In the event of disability by illness or incapacity of the Superintendent after his sick leave has been exhausted, his compensation shall be reinstated after he has returned to employment and undertaken the full discharge of his duties. The District may terminate this 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 he has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the District under this agreement shall cease upon such termination.

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

- 15. The District may discharge the Superintendent for cause if his conduct is such that it 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. Notice of charges and of the opportunity for a hearing shall be given in writing and the Superintendent shall be entitled to appear before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs herein involved. Such meeting shall be conducted in closed session. The 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 amounts shall be due the Superintendent under this agreement.
- 16. 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.
- 17. Failure to sign and return this agreement to be District by the regularly scheduled Board meeting, after offered, shall be deemed a rejection of Board offer.

IN WITNESS WHEREOF, the District has caused this agreement to be signed by its President and attested by its Secretary, and the Superintendent has hereunto set his hand the day and year first above written.

RICHMOND R-XVI SCHOOL DISTRICT

By: Chris Minnick
President, Board of Education

ATTEST:

April Green
Secretary, Board of Education

[Signature]
Superintendent of Schools
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