

RITENOUR SCHOOL DISTRICT
2420 Woodson Road
St. Louis, Missouri 63114
2007-2008

THIS CONTRACT is made and entered into on the **fifth day of April 2007**, by and between RITENOUR SCHOOL DISTRICT, St. Louis County, Missouri, a public school district acting by and through its Board of Education (hereinafter "Board" or "Ritenour") pursuant to resolutions duly adopted by Ritenour at its Board meeting on the **fifth day of April 2007**, as found in the minutes of said meetings, and Dr. Cheryl Compton, as Superintendent.

1. Ritenour hereby employs **Dr. Cheryl Compton** as Superintendent to devote her full time to supervisory and administrative work and to perform such services assigned to her by the Board and required of her by law and the rules and regulations of the Board for the period commencing **July 1, 2007** and ending **June 30, 2008**.
2. In consideration of a salary of **One Hundred and Seventy Eight Thousand Three Hundred Sixty Eight Dollars (\$178,368)** for the period beginning **July 1, 2007** and ending **June 30, 2008** as found in the minutes approving the salary on **March 8, 2007**. Superintendent agrees to perform faithfully the duties of Superintendent and to serve as Chief Executive Officer of the Board of Ritenour. The salary specified in this contract for its entire term shall be paid in equal installments in accordance with the policy of Ritenour governing payment of other professional staff members in the District.
3. Ritenour and Superintendent agree that the salary in this contract may be modified by mutual consent at any time prior to **July 1, 2007** when Superintendent begins to perform services pursuant to this contract; provided, however, that in the absence of such modification the salary for such year shall be \$178,368.
4. Superintendent warrants that she has all certificates and licenses and all the qualifications required by law for her to perform the duties of Superintendent of Schools in the State of Missouri and further agrees to furnish throughout the term of this contract, a valid and appropriate certificate as defined by Missouri law to act as Superintendent in the State of Missouri when directed by the Board. Superintendent hereby agrees to devote her full time, skill, labor, and attention to said employment during the term of this contract, provided, however, that the Superintendent, by agreement with the Board, may undertake speaking engagements, writing, lecturing, or other professional duties and obligations, so long as the efficient operation of Ritenour is not affected thereby.
5. Throughout the term of this contract, the Superintendent shall be subject to discharge for good and just cause. If the Superintendent requests in writing, Ritenour will give the Superintendent the reasons in writing for any decision to discharge her for good and just cause, and if requested in writing by the Superintendent, the Board shall give the Superintendent the right to respond to said written reasons within a reasonable time before the Board in a closed hearing. If the Superintendent chooses to be represented by legal counsel, she will assume the cost of her legal expenses.

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6. Superintendent shall recommend to the Board the appropriate organizational patterns, programs, courses of study, teaching materials and methods which are required to accomplish the goals and objectives as stated by the Board, subject to the guidelines set by the Board in the annual budget for the District and Ritenour policies.
7. Ritenour shall indemnify and hold harmless the Superintendent, and her estate and personal representative, to the fullest extent permitted by law against all expenses, including judgments, fines, penalties, amounts paid in settlement and attorney's fees, reasonably incurred in connection with any claim, or threatened, pending or completed action, suit, arbitration or other proceeding, whether administrative, equitable or civil (hereinafter collectively "claim or proceeding") which is based or premised in whole or in part on the fact that she is or was Superintendent of Ritenour, or on any good faith recommendation given by Superintendent as such or on any action taken by the Board, provided that no such indemnification shall be required in respect of any settlement or other non-adjudicated disposition of any claim or proceeding unless the Board shall have given its prior written consent to such settlement or other disposition and provided further that no such indemnification shall be required in respect of any judgment, fine, penalty or settlement amount unless the Superintendent shall have been represented by counsel satisfactory to the Board. Expenses which are or may be subject to indemnification may be initially paid by Ritenour or by the Superintendent. If the latter, Ritenour shall promptly reimburse the Superintendent when requested to do so. In either case, the Superintendent agrees to repay Ritenour if ultimately it is determined that the Superintendent is not entitled to indemnification in whole or in part.
8. Superintendent shall have the primary responsibility of organizing, reorganizing and arranging the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the District. Superintendent shall have the primary responsibility in all personnel matters, including selection, assignment, and transfer of employees, subject to the approval of the Board. In all personnel matters, Superintendent shall present her recommendation to the Board. In the event that the Board does not approve said recommendation, Superintendent shall submit another recommendation to the Board within a reasonable time, which ordinarily shall be approximately 10 days after the Board disapproval.
9. The Board shall evaluate and assess in writing the performance of Superintendent at least once during the term of this agreement pursuant to the "Performance Based Superintendent Evaluation" published in July 1986 (or as amended or supplemented) by the Missouri Department of Elementary and Secondary Education.
10. Ritenour shall pay the Superintendent an allowance of Four Hundred Dollars (\$400.00) per month hereafter to defray expenses for use of an automobile required in the performance of her official duties during her employment under this contract. Ritenour agrees to reimburse automobile expenses required for the performance of her duties, at the rates established for other employees, upon completion of the forms and procedures required by the normal policies and practices of Ritenour's business office.

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11. Ritenour agrees to pay that contribution required of the employer into the Public School Retirement System of Missouri (R.S.Mo. Section 169.010 et seq.).
12. Ritenour agrees to provide at its cost for the Superintendent, medical, hospitalization and dental insurance, by paying the premium, by self-insurance or otherwise, and other fringe benefits accorded to other certificated employees of Ritenour. Any improvements or reductions in term life insurance, medical, hospital and dental benefits, and other fringe benefits provided to other certificated employees of Ritenour during the term of this contract will automatically be made also for the Superintendent.
13. The Superintendent shall attend appropriate professional meetings at the local, state and national levels as approved and authorized by the Board, the expenses of such attendance to be reimbursed by Ritenour upon filing of itemized expense statements and vouchers as required by the normal policies and practices of Ritenour's business office.
14. The Superintendent shall receive twenty (20) days of vacation each fiscal year (July 1 though June 30), exclusive of legal holidays, which shall be taken in accordance with established Board policy. The Superintendent shall be entitled to accrue 20 days per year up to a maximum of 180 days of sick leave or such other number of days that Ritenour may grant to other certificated employees pursuant to any policy change.
15. Should the Superintendent, in the opinion of the Board be unable to perform her duties by reason of illness, accident, or other cause beyond her control for a continuous period of six (6) months, or if the Superintendent has a disability which is, in the opinion of the Board, permanent, irreparable, or of such nature as to make the performance of her duties impracticable, the Board may, at its option, terminate this contract, whereupon the respective duties, rights and obligations of the parties shall terminate; provided, however, that nothing stated in this paragraph shall deprive the Superintendent of any and all sick leave to which she may be entitled, as well as any and all other accrued benefits and fringe benefits up to the date of termination.
16. Ritenour agrees to contribute No Dollars (\$00.00) to the purchase of an annuity contract for Superintendent. Ritenour shall not be in violation of this provision if an annuity contract is not available for Superintendent for any reason. In the latter event, Ritenour's sole duty shall be to pay No Dollars (\$00.00) directly to the Superintendent or as directed by Superintendent.
17. Membership fees and dues resulting from the Superintendent's involvement in community service group or groups approved by the Board, shall be paid by the Board.
18. If any portion of this contract is deemed to be illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect. This contract shall be construed pursuant to Missouri law.


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19. In the event that the Board determines that the performance of Superintendent is unsatisfactory in any respect, it shall describe in writing in reasonable detail, indicating specific instances where appropriate, said unsatisfactory performance. A copy of the written deficiencies shall include recommendations as to areas of improvement in all instances where the Board deems such improvement to be necessary or appropriate. A copy of the written deficiencies shall be delivered to Superintendent and Superintendent shall have the right to make a written reaction or response to the written deficiencies, which shall become a permanent attachment to Superintendent's personnel file. Within 30 days of the delivery of the written deficiencies to Superintendent, the Board shall meet with Superintendent to discuss the evaluation.

Whenever the Board has indicated performance, in whole or in part, to be unsatisfactory, or has made recommendations as to areas of improvement, the Board shall within 30 days of delivery of the written deficiencies to the Superintendent in improving her performance as to such matters. Said committee shall report in writing to the full Board, with a copy to Superintendent, its activities and the results thereof, within 90 days of its appointment. Thereafter, Ritenour may continue the committee and require additional reports where necessary.

IN WITNESS WHEREOF, the parties hereto have executed this contract this **fifth day of April 2007**.

RITENOUR SCHOOL DISTRICT

By: 
President, Board of Education

Attest: 
Secretary, Board of Education


Dr. Cheryl Compton, Superintendent