

CO-SUPERINTENDENT'S AND ADMINISTRATOR'S CONTRACT

This Contract is entered into this 26th day of March, 2008 between the Board of Education of the Riverview Gardens School District ("Board" or "District") and Dr. Rhonda Key ("Co-Superintendent" or "Administrator" or "Key").

WHEREAS, Key and District are parties to certain contractual obligations;

WHEREAS, the Board at its meeting of March 25, 2008 passed a motion to make Key and Dr. Natalie Thomas Co-Superintendents for the period ending June 30, 2009 and Administrators for each of the following two years; and

WHEREAS, Board and Key wish to modify the foregoing contractual obligations into a Contract ending June 30, 2011.

NOW THEREFORE, Board and Key agree as follows:

1. **TERM.** The District agrees to employ Key as Co-Superintendent and Key agrees to accept such employment as Co-Superintendent of the District for the period from July 1, 2008 to June 30, 2009. The District agrees to employ Key as an Administrator for the period beginning July 1, 2009 and ending June 30, 2010 and for the period beginning July 1, 2010 and ending June 30, 2011, unless Key and District mutually agree on some other position for the 2009/10 and 2010/11 school years.

2. **COMPENSATION.** Key's salary as Co-Superintendent for the 2008/09 school year ending June 30, 2009 shall be \$121,000. The salary specified in this Contract for the entire term shall be payable in equal installments pursuant to Board policies and regulations, and subject to all legally required and permissible deductions and withholdings. Key's salary and benefits for the 2009/10 and 2010/11 school years may be modified by mutual consent at any time prior to July 1, 2009 and July 1, 2010 respectively when Co-Superintendent (or Administrator) shall begin to perform services pursuant to this Contract; provided, however, that in the absence of such modification in salary for such years, Key's salary shall be \$121,000. As used hereinafter the term Co-Superintendent shall include Key's services as Administrator or otherwise during the final two years of the Contract.

3. **CO-SUPERINTENDENT'S DUTIES.** The Co-Superintendent shall have the responsibility for the administration of the schools of the District at the direction of the Board. The Co-Superintendent shall act as co-chief executive officer of the District. As such, she shall be responsible for the selection, direction and assignment of the 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 Co-Superintendent shall provide for compliance with applicable laws and regulations relating to public schools in the state of Missouri, and shall perform her duties and supervise the employees and students of the District in a manner consistent with such laws and regulations.

The Co-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 Co-Superintendent or that may be assigned by the Board.

4. **CERTIFICATION.** The Co-Superintendent shall at all times during the term of this contract possess a valid certificate enabling her to serve as a Co-Superintendent of schools in the State of Missouri. The Co-Superintendent will maintain such certification while she serves as Co-Superintendent of Schools. In addition, the Co-Superintendent understands that employment by the Board is contingent upon a satisfactory criminal and child abuse/neglect records report. A report which in the judgment of the Board is unsatisfactory shall constitute good cause for termination of this contract. The Co-Superintendent shall also immediately notify the Board of any arrests, charges, pleas, convictions and/or sentences that occur after the dates of the foregoing criminal and child abuse/neglect records check.

5. **PROFESSIONAL DEVELOPMENT.** The Co-Superintendent may become a member of professional and educational organizations at District expense, if approved in advance by the Board. Unless directed otherwise by the Board, the Co-Superintendent may attend and participate in educational programs offered by such organizations, at District expense, within amounts budgeted for such purposes, if such participation is in the best interest of the District.

6. **EVALUATION.** The Board shall devote a portion, or all, of two meetings for the 2008/09, and for each subsequent, school year to a discussion with the Co-Superintendent of an evaluation of her performance. The Board shall determine the appropriate method for evaluation of the Co-Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Co-Superintendent's performance on an ongoing basis.

7. **BENEFITS.** In addition to the compensation and other benefits provided for herein, the Co-Superintendent shall be entitled to the same benefits provided certificated employees now or hereafter, including, but not limited, to the following benefits:

- A. **INSURANCE BENEFITS.** The Co-Superintendent shall be entitled to all of the insurance benefits applicable to certificated employees in accordance with the District's plans for such insurance benefits, including the following:
- 1) Medical insurance;
 - 2) Dental insurance; and
 - 3) Term life insurance for not less than \$121,000 in death benefits.
- B. **VACATION.** The Co-Superintendent shall be entitled to twenty (20) days paid vacation during each school year of this contract exclusive of winter holiday, spring break, weekends and legal holidays. Any unused vacation days shall be treated in accordance with District policy, now or hereafter in effect, provided any future policy change shall not affect any vested rights for unused vacation days.
- C. **EXPENSE REIMBURSEMENT.** The Co-Superintendent shall be reimbursed by the District for reasonable and necessary expenses incurred in the performance of her duties. The Co-superintendent shall submit appropriate substantiation of all business expenses incurred.
- D. **DEFENSE AND INDEMNIFICATION.** The Board of Education shall defend, hold harmless, and indemnify the Co-Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Co-Superintendent in her individual capacity, and/or in her official capacity as agent and employee of the Board, provided that the incident arose while the Co-Superintendent was acting within the course and scope of the Co-Superintendent's employment. In no case shall individual Board members become personally responsible for any obligation to the Co-Superintendent under this paragraph.
- E. **TRANSPORTATION EXPENSE** As a condition of employment, the Co-Superintendent is required to purchase or lease a personally owned automobile for business purposes. As the Co-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 Co-Superintendent will incur certain expenses of a business nature for the use of said vehicle. Therefore,

the District will reimburse the Co-Superintendent for the business use of said vehicle at \$.40 per mile for automobile travel expense when on school business. The Co-Superintendent shall submit appropriate substantiation of all business expenses incurred. Except as provided above, the Co-Superintendent shall bear all costs associated with the purchase or lease, upkeep, and maintenance of the vehicle.

8. **TERMINATION – DISABILITY.** In the event of any illness or disability which renders the Co-Superintendent unable to perform one or more of the essential duties required under this contract with 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 Co-Superintendent is specifically entitled, the Board may terminate this contract following notice and an opportunity for the Co-Superintendent to be heard as required by law.

9. **TERMINATION.** Throughout the term of this contract, Co-Superintendent shall be subject to discharge for good and just cause. In the event the Board wishes to discharge the Co-Superintendent for good and just cause, the Board's representative shall first give the Co-Superintendent written reasons for the decision to discharge her. The Co-Superintendent will, upon written request made within 10 days after receipt of the written reasons, be entitled to respond to said written reasons in a closed hearing before the Board. The hearing shall take place within a reasonable period of time. If the Co-Superintendent chooses to be represented by legal counsel, she will assume the cost of her legal expenses.

10. **TERMINATION – MUTUAL AGREEMENT.** This contract may be terminated by mutual agreement of the parties at any time.

11. **OTHER WORK.** The Co-Superintendent may undertake consultation work, speaking engagements, writing, teaching at a college or university course, lecturing, or other professional duties and obligations, so long as such other work does not, in the Board's opinion, interfere in a material and/or substantial way with the Co-Superintendent's obligations set forth in this contract. Such other work is, at all times, subject to the approval of the Board. The Co-Superintendent shall obtain prior approval from Board before beginning such other work.

12. **SATISFACTION OF CONTRACT.** The Board may completely discharge its obligations under this contract at any time by paying to the Co-Superintendent all of the contract salary to which the Co-Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

13. **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.

14. This Contract supersedes any and all prior Contracts between Co-Superintendent and District, which shall no longer be in effect.

BY ORDER OF THE BOARD OF EDUCATION, the Board President and Secretary have affixed their signatures below to confirm that the District, by majority vote of the Board of Education, has approved this contract; and by affixing her signature below, the Co-Superintendent has accepted this contract.

RIVERVIEW GARDENS SCHOOL
DISTRICT

CO-SUPERINTENDENT

By: Rev. Tommie Pierson
Rev. Tommie Pierson, Pres.

Rhonda Key
Rhonda Key

Attest: Mary J. Oswald
Board Secretary