

Rolla Public School District N^o 31 SUPERINTENDENT'S EMPLOYMENT CONTRACT


THIS AGREEMENT is entered into this 17th day of April 2008, between Dr. Jerry Giger ("Superintendent") and the Board of Education for the **ROLLA PUBLIC SCHOOL DISTRICT NO. 31** ("Board"). In accordance with its actions, as found in the minutes of the meeting held on the 21st day of February, 2008, the Board has and does hereby employ Dr. Jerry Giger as Superintendent of Schools for a period of **36 months commencing July 1, 2008, and ending June 30, 2011.** Both parties agree that Dr. Giger shall perform the duties of the Superintendent of Schools in and for the public schools of the District, as prescribed by the laws of the state of Missouri, and by the rules and regulations made thereunder by the Board of Education.

1. The Superintendent shall receive an annual salary of one hundred twenty-seven thousand three hundred eight and 00/100 Dollars (**\$127,308.00**) for the 2008-2009 school year. Superintendent's salary for the 2009-2010 school year shall be increased by not less than **0% and not more than 6% of Superintendent's salary for the 2008-2009 school year.** The exact amount of such increase shall be based upon the Superintendent's performance and the District's financial condition, as determined by the Board of Education, in its judgment and at its sole discretion. Superintendent's salary for the 2010-2011 school year shall be increased by not less than 0% and not more than 6% of Superintendent's salary for the 2009-2010 school year. The exact amount of such increase shall be based upon the Superintendent's performance and the District's financial condition, as determined by the Board of Education, in its judgment and at its sole discretion.
2. The Superintendent shall be responsible for the administration of the schools of the District at the direction of the Board. The Superintendent shall act as chief executive officer of the District. The Superintendent shall administer, enforce, and comply with the policies, rules, regulations and procedures of the District, as they currently exist or shall hereafter be amended, and with state and federal law. The Superintendent shall recommend necessary additions or changes to District policies, regulations, and procedures, and shall perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board. The policies and regulations of the District, as they currently exist or hereafter may be amended are made part of this Contract.
3. The Superintendent agrees to devote his full time, skill, labor, and attention to his employment during the term of this Contract, and will not engage in any pursuit, which interferes with the proper discharge of his duties. However, subject to the foregoing, the Superintendent will be permitted to make presentations at educational conferences and to teach at local colleges and universities, with prior notice to and consent of the Board.
4. The Superintendent will use his personal automobile in carrying out his duties as Superintendent. The Superintendent shall be reimbursed by the Board for meals, lodging, out-of-district mileage and other necessary expenses incurred in the performance of his duties.


5. The Superintendent shall receive the value of District paid health insurance for himself and for his spouse and family and any other personal benefits accorded to other professional employees of the District. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent. If the Superintendent, his spouse, or his family, or none of them, chooses to use the District's health insurance plan, the value of the premium not used will be added to the Superintendent's compensation provided in paragraph 1 herein.
6. The Board shall pay the annual dues to the American Association of School Administrators, the Missouri Association of School Administrators, the Missouri Association of School Business Officials, and two local, civic organizations selected by the Superintendent. In addition, the Superintendent shall attend appropriate professional meetings at the local, state, and national level. The Board shall pay the reasonable costs of such meetings.
7. The Superintendent shall receive twenty (20) days vacation annually, exclusive of legal holidays, twelve (12) sick days, and two (2) personal days annually. Vacation shall be taken within twelve (12) months of the year in which it is earned and shall not be cumulative.
8. The Board of Education shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was acting within the scope of his employment. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
9. The Superintendent shall at all times during the term of this Contract possess a valid certificate enabling him to serve as a superintendent of schools in the State of Missouri. The Superintendent will maintain such certification while he serves as Superintendent of Schools. Failure to maintain such certification shall render this Contract void and of no effect, as of the date that such certification expires, is suspended or revoked, or otherwise ceases to be in full force and effect. In addition, the Superintendent understands that employment by the Board is contingent upon maintenance of satisfactory criminal and child abuse/neglect records report. In the event this Contract constitutes Superintendent's initial employment with the Rolla Public Schools or a return to employment with the District following any period of separation from the District other than a leave approved by the Board, the criminal background check shall include an FBI fingerprint check, in accordance with Missouri law. A report that in the judgment of the Board is unsatisfactory shall constitute good cause for termination of this Contract. The 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 record checks.

10. This Contract may be terminated during its term for cause, which shall be defined to include, but shall not be limited to, the following: (i) neglect of duties and responsibilities; (ii) poor performance, incompetence, or inefficiency in the line of duty; (iii) failure to comply with policies and/or rules and regulations of the Board; (iv) failure to comply with directives of the Board; (v) failure to abide by federal law and/or the laws of the State of Missouri; (vi) immoral conduct; (vii) material breach of this contract; or (viii) any other good or just cause, as defined by Missouri law. Prior to discharge, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board as required by law. If the Superintendent chooses to be represented by legal counsel at such hearing, he shall bear any costs attendant to such representation. Such hearing shall be conducted in closed, executive session unless otherwise provided by mutual agreement of the parties or otherwise required by law.
11. In the event of any illness, accident, disability, or other incapacity that renders the Superintendent permanently unable to perform one or more of the essential duties required under this Contract with or without reasonable accommodation, following the expiration of any period of leave required by law and including any paid sick leave days or other leave days to which the Superintendent is entitled by Board policy, the Board may terminate this Contract following notice and an opportunity for the Superintendent to be heard as required by law.
12. The Board of Education shall devote a portion of, or all of one meeting during each contract year, to a discussion of the working relationship between the Superintendent and the Board, and concerning the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.
13. 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 of Education's regular meeting in January during each contract year. The Board of Education may contract with the Superintendent for an additional year(s) under terms agreeable to both parties.
14. The Board may completely discharge its obligations under this contract at any time by paying to the Superintendent all of the contract salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.
15. The provisions of this Contract will be governed by the laws of the State of Missouri.
16. If it is determined at any time that any provision of this contract is illegal or unenforceable, the remaining terms shall not be affected.
17. This Contract constitutes the entire agreement between Superintendent and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Contract must be in writing and signed by the parties.

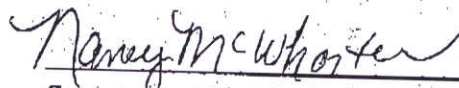
DATED this 17th day of April, 2008.



Superintendent—Dr. Jerry Giger



President—Board of Education



Secretary—Board of Education