

SUPERINTENDENT'S CONTRACT

This agreement, made and entered into this 15th day of February, 2008, between DAVID A. SHALLEY, a legally qualified public school administrator, of the first part, and the BOARD OF EDUCATION OF THE SCOTLAND COUNTY RI SCHOOLS, County of Scotland, State of Missouri, of the second part.

Witnessed, that Mr. Shalley agrees to perform all duties incumbent upon him as superintendent and administrator of public schools within and for said school district for a term of three year(s), beginning on the 1st day of July, 2008 and ending June 30, 2011 for which services properly rendered and reports correctly made, according to law, said Board of Education agrees to issue warrants in favor of the part of the first part upon the treasurer of said school district in accordance with the following terms:

- (A) SALARY. The annual salary for the first year beginning July 1, 2008, shall not be less than \$86,819 and shall be paid monthly in twelve equal installments in accordance with Board Policy. The Salary for the second year will be at least \$86,819 and will be finally determined by June 2009. Salary for the third year will be at least \$86,819 and will be finally determined by June 2010.
- (B) CONTRACT EXTENTION. Termination date of the existing contract may at the end of any contract year be extended if agreeable to both parties.
- (C) PERFORMANCE OF DUTIES. Should the superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and said disability exists for a period of more than 60 school days during any school year, the Board of Education may in its discretion make a proportionate deduction from the salary stipulated, and if such disability

continues for more than 90 school days, or if said disability is permanent, irreparable or of such nature as to make the performance of his duties impossible, the Board of Education may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations hereof shall terminate.

If a question exists concerning the capacity of Superintendent to return to his 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 physician shall limit his report to the issue of whether Superintendent has a continuing disability, which prohibits him from performing his duties.

- (D) GOALS AND OBJECTIVES. On or prior to the effective date of this contract, the parties shall meet to establish District goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as hereafter provided. On or prior to June 30 of each succeeding school year, the parties will meet to establish District goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

The goals and objectives of the District will be evaluated during the month of April of the contract year.

- (E) EVALUATION. The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to the job description of Superintendent and the goals and objectives of the District for the year in question. The Superintendent shall submit to the Board a recommended format for this written evaluation and assessment of his performance within ninety (90) days of the effective date of this contract. The Board shall meet and discuss the evaluation format with the Superintendent, attempting in good faith to agree on the

development and adoption of a mutually agreeable evaluation format. In any event, the Board shall adopt an evaluation format within one hundred fifty (150) days of the effective date of this contract.

The Board shall evaluate the Superintendent before the month of December of the contract year. The District and Superintendent shall meet in closed session for the purpose of evaluation of the performance of the Superintendent. In the event the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, a reasonable detail, and specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

(F) TERMINATION OF EMPLOYMENT CONTRACT. This employment contract may be terminated by:

1. Mutual agreement of the parties.
2. Retirement of Superintendent.
3. Discharge for cause. Discharge for cause shall constitute conduct, which is seriously prejudicial to District, including but not limited to, neglect of duty, or breach of contract. Notice of discharge for cause 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 shall bear any costs therein involved. Such meeting shall be conducted by State Law. Superintendent shall be provided a written decision describing the results of the meeting.

4. Death of Superintendent

(G) **BENEFITS.** The Superintendent shall receive:

1. Three weeks paid vacation exclusive of legal holidays. Vacation shall be taken during the contract year in which it is earned. If it is not used in the year earned 5 days may be carried forward to the following year.
2. Term life insurance through School District policy in the amount of 3 x Annual salary.

(H) **OTHER BENEFITS.** Except as provided herein, the Superintendent shall be entitled to any or all fringe benefits provided by Board policy for professional employees.

(I) **OUTSIDE ACTIVITIES.** Superintendent shall devote his time, attention and energy to the business of the school district. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities, which are of short-term duration at his discretion. Such activities which require the Superintendent to be absent from the school district for more than three full working days shall be reported to the Board for approval. Superintendent may, at his option and with the approval of the Board of Education, continue to draw salary while engaged in the outside activity as described above. In such cases, honoraria paid Superintendent in connection with these activities shall be transferred to the District. If Superintendent chooses to use vacation leave to perform outside activities, he shall retain any honoraria paid. In no case will District be responsible for any expenses connected to the performance of such outside activities.

(J) **PROFESSIONAL GROWTH OF SUPERINTENDENT.** District encourages the continuing professional growth of Superintendent

through his participation, as he might decide to in light of his responsibilities as Superintendent, in:

1. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
2. Seminars and courses offered by public or private educational institutions; and
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for District,

In its encouragement, District shall permit a reasonable amount of release time for Superintendent, as he deems appropriate to attend to such matters.

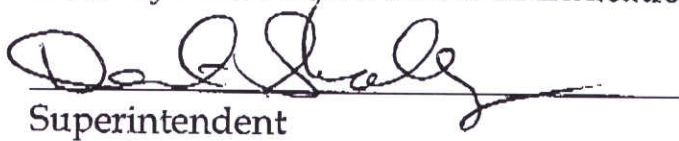
- (K) SAVINGS CLAUSE. If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.
- (L) ELIGIBILITY FOR ANNUNITY. The Board of Education, at the request of the Superintendent or when in accordance with state statutes, shall withhold and transfer an amount of salary monthly to be determined by the Superintendent, permitting the Superintendent of schools to participate, if desired, in a tax-deferred annuity program of his choosing.
- (M) PROFESSIONAL ACTIVITIES. Superintendent may attend appropriate professional meetings at the local, state and national level.
- (N) HOLD HARMLESS. 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/her 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 score of his employment.


(O) CERTIFICATION. The Superintendent will obtain and maintain a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri, as directed by the Board of Education.

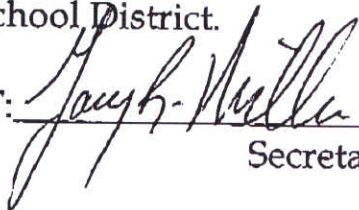
(P) DUE PROCESS. Following the Board's decision to discharge, the Superintendent shall have the right to service of written charges, notice of hearing, and an opportunity to provide the Board with reasons why his employment should not be terminated.

Done by order of the Board of Education this 8th day of March, 2007.


Superintendent

Board of Education of the Scotland County R-I School District.

BY: 
President

ATTEST: 
Secretary