

ADMINISTRATOR'S CONTRACT

This agreement is entered into this 1st day of March, 2007, by and between RICK ROBERTS (the "Administrator") and the Board of Education of the Shelby County R-IV School District (the "Board") under the authority of section 168.101, RSMo.

The administrator agrees to accept employment as an administrator in the public schools of the district during the 2007-2008 school year for a term of 260 days (12 school months*), commencing on the 1st day of July, 2007. The total salary payable for such period shall be \$ 80,000.00 payable in 12 equal monthly installments of \$ 6,666.66 per month, subject to deductions and withholdings required by law or authorized by the Board and the principal. In addition, the administrator will be provided with fringe benefits described in applicable policies adopted by the Board, as the same may be amended from time to time.

As a condition of employment, the administrator agrees to obtain prior to the first date of service and to maintain at all times during the term of this contract all professional certificates required by the Board, state law or applicable rules or regulations of the State Board of Education.

The administrator is subject to and agrees to comply at all times with all of the provisions, duties and requirements applicable to his or her position as directed by the superintendent or the administrator's immediate supervisor, and as stated in any applicable written performance standards or criteria, policies, rules or regulations of the district, whether adopted or modified before or after the effective date of this contract. The administrator acknowledges access to complete copies of all such performance standards or criteria, policies, rules and regulations and will be furnished with such copies as well as interpretations or explanations regarding the same upon request.

The administrator may be assigned to any position in the district for which he or she is qualified, and may be assigned reasonable incidental duties, including supervision and sponsorship of extracurricular activities or other district programs.

This contract may be terminated during its term, following notice and a hearing, for any good cause, including but not limited to any material breach or any cause stated by law for the termination of permanent or probationary teachers.

The administrator acknowledges that failure to perform this contract without the consent of the board may result in loss of certification, that the board is not obligated to grant a release from this contract, and that any release granted will be conditioned upon payment of compensation by the teacher to the district as provided in district policy.

In addition, the parties hereto agree that actual damages for breach of this contract are difficult or impossible to determine, and that upon breach of this contract by either party's failure to substantially perform the essential requirements of the contract, excepting such non-performance as may be excused as a matter of law, the non-breaching party has the option of electing to recover liquidated damages as the exclusive remedy for its cause of action for damages for breach of contract. Such liquidated damages shall be calculated at the rate of \$50.00 per contract day of failure to substantially perform the essential requirements of the contract. In addition, either party may make a reasonable request for assurances of intent to perform this contract to the other party prior to the time for performance, and either the failure to provide such assurances within five business days of receipt of the request, or the failure to commence performance substantially within the time required by the contract shall constitute a breach of the entire term of the contract. Upon such breach, the non-breaching party may enter into a contract with another party in mitigation of the breach without waiving the right to recover liquidated damages for up to the entire period of this contract.

The parties agree that upon substantial breach of this contract by either party, the non-breaching party may recover reasonable attorney's fees from the breaching party incurred by the non-breaching party in an action for breach of contract, except that this paragraph shall not apply in cases arising out of the termination of an employee for cause, whether or not the employee is reinstated.

This Agreement shall not be construed to conflict with any provision of state law or to limit any right or remedy of either party under the Teacher Tenure Act or other applicable laws. If any provision of the Agreement is finally determined to be unenforceable or unlawful, it shall not affect the remaining provisions of this Agreement.

Nothing stated in this contract shall be construed as a waiver of any of the rights, powers, privileges or duties of the administrator or the Board under the laws of the state of Missouri.

In witness hereof, the Board and the administrator have executed this agreement as of the date by which both parties have affixed their signatures, which date is first above written.

**20 DAYS PAID VACATION (After 12 months of employment.)*



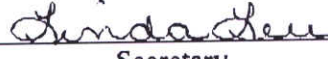
Administrator

BOARD PAID INSURANCE TO EMPLOYEE
AND DEPENDENTS.

BY ORDER OF THE BOARD OF EDUCATION,
Shelby County R-IV School District

By: 

President

ATTEST: 

Secretary

SCHOOL DISTRICT MISSION

The mission of the Shelby County R-IV School District is for all students to have a quality, well-rounded education, in a safe and healthy environment and the opportunity to obtain skills, abilities, attitudes to be life-long learners and productive citizens who can succeed in a changing, global society.

ADMINISTRATOR'S CONTRACT

This agreement is entered into this 31st day of January, 2008, by and between RICK ROBERTS (the "Administrator") and the Board of Education of the Shelby County R-IV School District (the "Board") under the authority of section 168.101, RSMo.

The administrator agrees to accept employment as an administrator in the public schools of the district during the 2008-2009 school year for a term of 260 days (12 school months*), commencing on the 1st day of July, 2008. The total salary payable for such period shall be \$82,700.00 payable in 12 equal monthly installments of \$6,891.66 per month, subject to deductions and withholdings required by law or authorized by the Board and the administrator. In addition, the administrator will be provided with fringe benefits described in applicable policies adopted by the Board, as the same may be amended from time to time.

As a condition of employment, the administrator agrees to obtain prior to the first date of service and to maintain at all times during the term of this contract all professional certificates required by the Board, state law or applicable rules or regulations of the State Board of Education.

The administrator is subject to and agrees to comply at all times with all of the provisions, duties and requirements applicable to his or her position as directed by the superintendent or the administrator's immediate supervisor, and as stated in any applicable written performance standards or criteria, policies, rules or regulations of the district, whether adopted or modified before or after the effective date of this contract. The administrator acknowledges access to complete copies of all such performance standards or criteria, policies, rules and regulations and will be furnished with such copies as well as interpretations or explanations regarding the same upon request.

The administrator may be assigned to any position in the district for which he or she is qualified, and may be assigned reasonable incidental duties, including supervision and sponsorship of extracurricular activities or other district programs.

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In addition, the parties hereto agree that actual damages for breach of this contract are difficult or impossible to determine, and that upon breach of this contract by either party's failure to substantially perform the essential requirements of the contract, excepting such non-performance as may be excused as a matter of law, the non-breaching party has the option of electing to recover liquidated damages as the exclusive remedy for its cause of action for damages for breach of contract. Such liquidated damages shall be calculated at the rate of \$50.00 per contract day of failure to substantially perform the essential requirements of the contract. In addition, either party may make a reasonable request for assurances of intent to perform this contract to the other party prior to the time for performance, and either the failure to provide such assurances within five business days of receipt of the request, or the failure to commence performance substantially within the time required by the contract shall constitute a breach of the entire term of the contract. Upon such breach, the non-breaching party may enter into a contract with another party in mitigation of the breach without waiving the right to recover liquidated damages for up to the entire period of this contract.

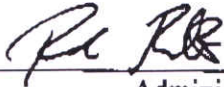
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In witness hereof, the Board and the administrator have executed this agreement as of the date by which both parties have affixed their signatures, which date is first above written.

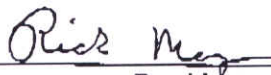
20 DAYS PAID VACATION




Administrator

TO BE RETURNED 15 DAYS FROM DATE RECEIVED.
BOARD PAID INSURANCE TO EMPLOYEE & DEPENDENTS.

BY ORDER OF THE BOARD OF EDUCATION,
Shelby County R-IV School District

By: 
President

ATTEST: 
Secretary

SCHOOL DISTRICT MISSION

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