

4270

CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
SMITHVILLE R-II SCHOOL DISTRICT

This agreement is made and entered into this 2nd day of January 2002, by and between Robert Leachman, ("Superintendent") and the Board of Education for the Smithville R-II School District ("Board").

1. **TERM.** In accordance with its actions, as found in the minutes of the meeting held on the 2nd day of January 2002, the Board has and does hereby employ Robert Leachman as Superintendent of Schools of the Smithville R-II School District for a period of 36 months (3 years), from July 1, 2002 through June 30, 2005, and the Superintendent agrees to accept such employment. Both parties hereby agree that this contract supersedes all other contracts between both parties and any such previous contracts are null and void. Further, both parties agree that said employee shall perform the duties of Superintendent of Schools in and for the public schools of said District, as prescribed by the laws of the State of Missouri, and by the rules and regulations made thereunder by the Board of Education of said District.

2. **COMPENSATION.** Superintendent agrees to perform all duties incumbent upon him as Superintendent of Schools in and for the public schools of said District for a term of 36 months commencing on the ~~1st day of July, 2002~~ 2nd day of July, 2002, and said Board agrees to issue warrants in favor of the Superintendent upon the treasurer of said District in accordance with the following terms:

2002-03

a. The annual base salary for the first year (2002-03) beginning July 1, 2002, shall be an amount equal to the salary of [REDACTED]

2003-04

b. The annual base salary for the second year (2003-04) beginning July 1, 2003, shall be an amount equal to the salary established for the prior school year (2002-03), plus an additional amount determined by multiplying such prior year's salary by the percentage equal to the average salary increase, if any, applicable to certificated teachers employed in non-administrative positions in the school district for such school year as determined by the salary schedule established for such year by the Board prior to July 1 of that year.

2004-2005

c. The annual base salary for the third year (2004-2005) beginning July 1, 2004, shall be an amount equal to the salary established for the prior school year (2003-04), plus an additional amount determined by multiplying such prior year's salary by the percentage equal to the average salary increase, if any, applicable to certificated teachers employed in non-administrative positions in the school district for such school year as determined by the salary schedule established for such year by the Board prior to July 1 of that year.

3. **CONTRACT EXTENSION.** By February 1 of each year that this agreement remains in effect, the Board shall notify the Superintendent of whether it intends to extend this agreement for an additional year, under the same terms and conditions, subject to modification of the salary agreement for an additional period of one year by motion approved by a majority of the Board recorded in its minutes. The Superintendent may accept the extension of the contract by indicating his acceptance in signed writing, delivered to the Board President prior to July 1, or may propose different terms prior to such date. The terms of the extension agreed upon may be reduced to writing in the form of an addendum and signed by the parties. A motion to extend this agreement, following approval by a majority of the Board, may not be rescinded or reconsidered without the written consent of the Superintendent.

4. **TERMINATION - DISABILITY.** In the event of any illness or disability which renders the Superintendent unable to perform the essential duties required under this agreement with or without reasonable accommodations, 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 Superintendent is entitled, which period of leave shall be paid, the Board may terminate this contract following notice and an opportunity for the Superintendent to be heard.
5. **TERMINATION - FOR CAUSE.** This contract may be terminated, following written notice and an opportunity of a hearing, for cause, including failure to comply with the terms of this contract or any cause for which the contract of a permanent teacher may be terminated. Except in the case of alleged immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected, at least sixty days before charges are filed, and an opportunity to address the problem areas identified in the written notice. Following termination of this contract by the Board, no further salary shall be payable. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.
6. **SATISFACTION OF CONTRACT.** The Board may completely discharge its obligations under this agreement at any time by paying the Superintendent all of the contracted salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.
7. **RETIREMENT.** The Superintendent may, by giving a minimum of ninety days written notice to the Board prior to the end of any school year, retire effective upon the completion of such school year during the term of this agreement and terminate this agreement effective upon such date. In order to exercise this option, the Superintendent must be eligible to receive full benefits under the Teacher Retirement System.
8. **SICK LEAVE.** Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause, the Superintendent shall be entitled to sick leave benefits as provided by Board policies.
9. **TRANSPORTATION EXPENSES.** The Board of Education shall provide the Superintendent with transportation required in the performance of his official duties during his employment under this contract or shall provide him with \$500.00 monthly for transportation expenses in the state of Missouri.
10. **PROFESSIONAL DUES AND OTHER FEES.** The Board of Education shall reimburse the Superintendent for professional dues at the local, state and national levels, and other fees required to participate in community organizations in which the school district should be represented.
11. **OTHER EXPENSES.** The Superintendent shall be reimbursed by the Board for reasonable and necessary expenses incurred in the performance of his duties other than expenses provided for in Item 9 and Item 10.
12. **EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion with the Superintendent an evaluation of his performance.
13. **VACATION.** The Superintendent shall receive annual vacation annually, exclusive of school and legal holidays, as per Board policy.
14. **SICK LEAVE.** The Superintendent shall receive sick leave as per Board policy.

- 15. **DEFENSE AND INDEMNIFICATION.** The Board shall defend, hold harmless, and indemnify the Superintendent from any demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, provided the incident arose while the Superintendent was acting within the scope of his employment.
- 16. **CERTIFICATION.** The Superintendent will maintain a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri, as directed by the Board of Education.
- 17. **ANNUITY OPTION.** The Board of Education at the request of the Superintendent and when in accordance with state laws shall withhold and transfer an amount of salary annually or semi-annually, with said amount to be determined by the Superintendent, permitting the Superintendent to participate, if he so desires, in a tax-deferred annuity program of his choosing.
- 18. **FRINGE BENEFITS.** Except as provided herein, the superintendent shall be entitled to any or all fringe benefits provided by Board policy for teachers. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent.
- 19. **PROFESSIONAL DEVELOPMENT.** The Superintendent shall attend appropriate professional meetings at the local, state, and national level, and the expenses of said attendance such as meals, lodging, and other necessary expenses will be paid for by the school district.
- 20. **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.

BY ORDER OF THE BOARD OF EDUCATION, the Board has approved this contract by a majority vote of the Board on the date first above written, and the Superintendent has accepted by his signature.

[Signature] 2/21/02
 Superintendent Date

[Signature] 2/29/02
 President, Board of Education Date

260 days

ATTEST: *[Signature]* 2-20-02
 Secretary, Board of Education Date