

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 13th day of March, 2008 by and between **KAY D. BYLO** ("Superintendent") and the **Board of Education for the SPRING BLUFF R-XV SCHOOL DISTRICT** ("Board"). In accordance with its actions, as found in the minutes of the meeting held on the 13th day of March, 2008, the Board has and does hereby employ **KAY D. BYLO**, as Superintendent for a period of 12 months commencing July 1, 2008. Both parties agree that said employee shall perform the duties of Superintendent in and for the public school 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.

WITNESSETH:

1. That, in consideration of annual salary of \$74,000 for the 2008-2009 contract year, the Superintendent agrees to perform faithfully the duties and obligations required by the laws of the State of Missouri and rules, regulations, and policies of the Board of Education, which are existing or which may hereafter be created by the SPRING BLUFF BOARD OF EDUCATION, and to serve as Chief Executive Officer of the Board of Education.
2. The Superintendent agrees to devote her time, skill, labor and attention to his employment during the term of this contract, and will not engage in any pursuit that 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.
3. That the Superintendent shall receive health insurance coverage and any other personal benefits accorded to other professional employees of the District. Any improvements or fringe benefits provided to other professional employees will automatically apply to the Superintendent.
4. That the Superintendent shall join national and state professional organizations related to the Superintendence and those required by the Board. In addition, the Superintendent shall attend appropriate professional meetings at the local and state level.
5. That the Superintendent shall receive 20 days vacation annually, exclusive of holidays. Vacation shall be taken within twelve (12) months of the year in which it is earned and shall not be cumulative. Twelve leave days, per year, shall be provided as per Board policy.
6. That 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 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.
7. That the Superintendent will maintain a valid and appropriate certificate to act as Superintendent in the State of Missouri, as directed by the Board of Education.
8. That throughout the term of this contract, the Superintendent shall be subject to discharge for just cause, provided, however, that the Board does not arbitrarily or capriciously call for his/her dismissal, and provided that 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/her employment should not be terminated.
9. That should the Superintendent be unable to perform any or all of her duties by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more than sixty (60) consecutive days during any school year, the Board of Education may, at its discretion, make a proportionate deduction from the salary stipulated, and if such disability continues for more than ninety (90) days, or if said disability is permanent, irreparable, or of such a nature as to make the performance of his/her duties impossible, the Board may, at its option, terminate this contract, whereupon the respective duties, rights and obligations hercof shall terminate.
10. That 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.
11. Renewal of the Superintendent's contract may 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 March, during each contract year. The Board of Education may contract with the Superintendent for an additional year(s) under terms agreed to by both parties.

DATED THIS 13th DAY OF MARCH, 2008

Kay D. Bylo 3/26/08
Superintendent Date

Michael [Signature]
PRESIDENT - BOARD OF EDUCATION

Deanne [Signature] 3/26/08
ATTEST: SECRETARY - BOARD OF EDUCATION Date