

**CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
SULLIVAN SCHOOL DISTRICT**

This agreement is entered this 11th day of May, 2007 between the Board of Education of the Sullivan School District ("Board" or "District") and Mickie L. Shank ("Superintendent").

TERM. The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's schools, for a period of three years, from July 1, 2007 through June 30, 2010, subject to the provisions of this agreement.

COMPENSATION. The salary payable to the Superintendent under this agreement for the 2007-2008 school year shall be one hundred thirty-seven thousand five hundred dollars (\$137,500.00) payable on a monthly basis and subject to all deductions required by law.

The base salary for the 2008-2009 school year shall be equal to the final established salary for 2007-2008 school year plus an amount not less than \$1,000 and not more than \$10,000 contingent upon evaluations and budgetary constraints of the school district.

The base salary for the 2009-2010 school year shall be equal to the final established salary for 2008-2009 plus an amount of not less than \$1,000 and not more than \$10,000 contingent upon evaluations and budgetary constraints of the school district.

SUPERINTENDENT'S DUTIES. The Superintendent shall at all times during the term of this agreement possess a valid certificate enabling him to serve as a superintendent of schools in the state of Missouri.

The Superintendent shall have responsibility for the administration of the schools of the District under the direction of the Board, and shall act as chief executive officer of the District. As such, he or she shall be directly responsible for the selection, direction and assignment of the administrative staff, teachers and other employees in the manner which most efficiently and effectively accomplishes the educational mission of the district, and for making recommendations concerning the annual budget and for administering the budget adopted by the Board. The Superintendent shall provide for compliance with applicable laws and regulations relating to public schools in the state of Missouri, and shall perform his or her duties and supervise the employees and students of the District in a manner consistent with such laws and regulations.

The Superintendent shall administer and enforce the policies, rules, regulations and procedures of the District, shall recommend necessary additions or changes, and shall perform other administrative duties that are incidental to the position of superintendent or that may be assigned by the Board.

PROFESSIONAL DEVELOPMENT. The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, and the American Association of School Administrators, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of such other organizations as he or she may deem appropriate at District expense if approved by the Board. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within amounts budgeted for such purposes if, in his or her

discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include amounts necessary for purposes of this paragraph.

EVALUATION. The Board of Education shall devote a portion or all of one meeting, at least every other year, to a discussion with the Superintendent of an evaluation of his or her performance under the applicable guidelines for performance based evaluation available through the Department of Elementary and Secondary Education, or under another evaluation method agreed upon by the Superintendent and the Board.

BENEFITS. The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:

- (1) **VACATION.** Twenty (20) days per year according to Board Policy. The Superintendent shall receive 20 days of vacation annually, exclusive of weekends and legal holidays. Unused vacation days may be carried over for use during the next three months of the succeeding year. At the Superintendent's option, she may exchange a maximum of 20 vacations days annually for payment in lieu of vacation at the per diem rate of 1/250 of annual salary starting in December 2007.
- (2) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his or her duties.
- (3) **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that the District cannot provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
- (4) **TRANSPORTATION EXPENSE.** As a condition of employment, the Superintendent is required to purchase or lease a personally owned automobile for business purposes. As the Superintendent shall be required to travel between campuses and make other business related trips including, but not limited to, meetings with District representatives, attorneys, auditors, parents and constituents, it is recognized that the Superintendent will incur certain expenses of a business nature for the use of said vehicles. Therefore the Board will reimburse the Superintendent the annual sum of \$7,800; payable monthly, for the business use of said vehicle.
- (5) **DEFERRED COMPENSATION – 401(a) Defined Compensation Plan** payable to Bonhe Financial July 1, 2007 and then on each subsequent July 1 as long as the Superintendent is employed. The amount of deferred compensation will be 12% of the agreed upon annual salary payable to the plan. Ownership of the proceeds is the Superintendent's.
- (6) **TERM LIFE INSURANCE – The Board of Education will provide and pay premiums for a term life insurance policy for the Superintendent during the term of this agreement. The face value of the policy will be three times the initial annual salary.**

MEDICAL EXAMINATION. At least once during the term of this agreement, the Superintendent shall obtain a comprehensive medical examination, the Board shall pay the actual cost of which. A copy of the examination or certificate of the physician certifying the physical ability of the Superintendent to perform the essential functions of his position shall be given to the Board President and maintained confidentially by the District. The requirement under this paragraph may be waived by the Board upon request of the Superintendent.

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 accommodation, 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. Six months from the date that such illness or disability caused the Superintendent to become unable to perform duties under this agreement, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

TERMINATION - FOR CAUSE. This contract may be terminated, following written notice and an opportunity for 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 of Education, 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.

DISPUTE RESOLUTION. The parties agree to submit any dispute relating to this agreement, including disputes regarding the termination or breach thereof, to binding arbitration under the rules of the American Arbitration Association. The arbitrator's fee and other costs of arbitration, except attorneys' fees, shall be shared equally by the parties. *(Note - in order to enforce a binding arbitration clause, a special notice must be added to the contract above the signature lines.)*

SATISFACTION OF CONTRACT. The Board of Education may completely discharge its obligations under this agreement at any time by paying to 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.

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. If, following retirement under this section, the Superintendent accepts employment as a school administrator in another district for a period covered under this agreement, the Superintendent shall pay to the District, as liquidated damages and not as a penalty, an amount equal to the salary payable for such period.

CONTRACT EXTENSION. By February 1 of each year that this agreement remains in effect, the District shall notify the Superintendent of whether it intends to extend this agreement for an additional school year, under the same terms and conditions, subject to modification of the salary for such additional year. Each year that this agreement remains in effect, the Board may extend this agreement for an additional period of one year without the necessity of an additional writing by motion approved by a majority of the Board of Education recorded in the minutes. If no compensation for the period of the extension is stated in the motion, then it shall be deemed to be the amount provided for the year immediately preceding the extension. The Superintendent may accept the extension of the contract by indicating his or her acceptance in a 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.

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.

BOARD AUTHORIZATIONS AND SIGNATURES.

BY ORDER OF THE BOARD OF EDUCATION, the District has approved this contract by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below.

SULLIVAN SCHOOL DISTRICT

By: _____
President, Board of Education

Date

Attest: _____
Secretary

Date

SUPERINTENDENT

Date

ADDENDUM EXTENDING CONTRACT OF EMPLOYMENT

This Addendum is entered into this **18** day of **January, 2008**, between the Board of Education of the Sullivan School District ("Board" or "District") and **Mickie L. Shank** ("Superintendent") for the purpose of extending the contract previously entered into between the parties dated **7-01-07** (the "original agreement").

The parties hereby agree that the terms of the original agreement shall be extended for one additional school year, commencing on **7-1-08**, and that the salary for such additional period shall be **\$138,000.00**.

BY ORDER OF THE BOARD OF EDUCATION. The District has approved this addendum to extend the original agreement by majority vote of the Board of Education on the date first written, and the Superintendent has accepted by his signature.

SULLIVAN SCHOOL DISTRICT

By: _____
President, Board of Education

Date

Attest: _____
Secretary

Date

SUPERINTENDENT

Date