

DEC-15-2005 17:13 FROM: SOUTH HOLT R-I
12/15/2005 17:34 1

6604462312
TARKIOR1

TO: 16607764546

P. 1
P. 1

CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS TARKIO R-I SCHOOL DISTRICT

This agreement is entered into this 14th day of December between the Board of Education of the Tarkio R-I School District ("Board" or "District") and Linda K. Blum ("Superintendent").

1. TERM The District agrees to employ the Superintendent, and the Superintendent agrees to accept such employment as Superintendent of the District, for an initial period of **two (2) years, from 7/01/06 through 6/30/08** subject to the provisions of this agreement. The Board, at its option, may let the contract go the full term prior to renewal, or renew this contract yearly or make the contract into a three-year contract at some point in time. The dollar amounts for each year of the contract must be clearly stated on the contract. Should the Board move to a three-year contract, then year two and year three salaries would need to be stated, as the first year of the new three-year contract would have a year two salary stated from the prior year.

2. SUPERINTENDENT'S DUTIES The Superintendent shall at all times during the term of this agreement possess a valid Missouri certificate that licenses her as a School Superintendent.

The Superintendent shall have responsibility for the day to day 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, 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 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.

3. PROFESSIONAL DEVELOPMENT The Superintendent may become a member of the Missouri Association of School Administrators, the American Association of School Administrators, and the Northwest District Administrator's Association at District expense, and may attend educational programs offered through such organizations at District expense, when approved by the Board. The Superintendent is encouraged to participate in Northwest Regional Superintendent meetings held in the St. Joseph area on a regular basis. The annual budget submitted by the Superintendent shall include such amounts.

4. EVALUATION The Board of Education shall devote a portion or all of one meeting, at least annually, to discuss the Superintendent's performance evaluation. The Board and the Superintendent should mutually agree upon the method used to evaluate the Superintendent shortly after the start of the contract period.

5. COMPENSATION The salary payable to the Superintendent under this agreement for the 2006-2007 school year shall be \$82,000.00. The salary payable to the Superintendent under this agreement for the 2007-2008 school year shall be \$84,000.

8-2005 17:13 FROM: SOUTH HOLT R-I
7/15/2005 17:34 16604462312
TARKIOR1

TO: 16607364546

P. 3
PAGE 04

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

- (1) **DEFENSE AND INDEMNIFICATION** The District shall defend, indemnify, and hold the Superintendent harmless for legal actions brought against the Superintendent arising from her 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.
- (2) **EXPENSE REIMBURSEMENT** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of her duties. The Superintendent shall submit appropriate substantiation of all business expenses incurred. Receipts shall accompany all requests for reimbursement.
- (3) **TRANSPORTATION EXPENSE** As a condition of employment, the Superintendent is required to furnish her own transportation for business purposes. As the Superintendent shall be required to travel for business purposes approved by the Board, it is recognized that the Superintendent will incur certain expenses for use of said vehicle; therefore the Board will reimburse the Superintendent at a rate set by the Board of Education for the business use of said vehicle. This does not include the trips to and from work. The Superintendent may use a school owned vehicle for professional trips if available. All requests must be substantiated.
- (4) **HEALTH INSURANCE** The Superintendent shall be entitled to full-paid individual health insurance as part of the District group health insurance plan.
- (5) **VACATION** The superintendent shall be entitled to twenty (20) days paid vacation days during each year of this agreement exclusive of weekends and the six legal holidays (July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day). Any other day that is taken off should be counted as a vacation day. The Superintendent's year is based on a 260-day calendar with 234 of these days designated as work days when the vacation and holidays are subtracted from the 260 days. The Board of Education feels it is important that the vacation days be used to rejuvenate the Superintendent, therefore, vacation days may not be carried over from one year to the next.
- (6) **SICK/PERSONAL LEAVE** The Superintendent is entitled to ten (10) paid sick leave and two (2) personal leave days per year. Sick days have unlimited accumulation. Personal leave days are not cumulative.

7. **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 types of leaves or vacation to which the Superintendent is entitled to be paid, and whatever period is required under any District disability/workman's compensation policy referred to as "unpaid leave" prior to inception of Workman's Compensation benefits, if the Superintendent is unable to perform her duties within six months from the date that such illness or disability caused the Superintendent to be unable to perform the duties, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

15-2005 17:14 FROM: SOUTH HOLT R-I

6604462312

TO: 16607364546

P.4
PAGE 01

12/15/2005 17:36 1

TARKIOR1

8. 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.

9. SATISFACTION OF CONTRACT The Board 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.

10. 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 one of the Teacher Retirement System programs upon her retirement.

11. 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 as noted in item #1. The terms of the agreement shall be reduced to writing in the form of an addendum and signed by the District and the Superintendent.

12. 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.

13. BOARD AUTHORIZATIONS AND SIGNATURES

BY ORDER OF THE BOARD OF EDUCATION The District has approved this contract by a majority vote of the entire Board of Education on the date noted at the beginning of this instrument. The Superintendent has accepted by signing below.

TARKIO R-I SCHOOL DISTRICT

By: Paul M. Erany
President, Board of Education

12/15/05
Date

Attest: Cathy Carter
Secretary, Board of Education

12/15/05
Date

Linda Blum
SUPERINTENDENT

12/15/05
Date

SUBJECT TO RELEASE FROM SOUTH HOLT CONTRACT
THIS CONTRACT FORM IS VALID UNTIL 12/21/2005.
PLEASE SIGN AND FAX TO 660-736-4546 AND ALSO RETURN BY MAIL TO:
TARKIO R-I SCHOOL DISTRICT, 312 SOUTH 11TH STREET, TARKIO, MO 64491.

**ADDENDUM to
CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
TARKIO R-I SCHOOL DISTRICT**

This addendum to the previous agreement is entered into this 21st day of December between the Board of Education of the Tarkio R-I School District ("Board" or "District") and Linda K. Blum ("Superintendent").

1. **TERM** The term of the agreement is extended an additional year, from 7/01/08 through 6/30/09, subject to the provisions of the original agreement and any modifications to same made by this addendum.
2. **SUPERINTENDENT'S DUTIES** No change to original agreement
3. **PROFESSIONAL DEVELOPMENT** No change to the original agreement
4. **EVALUATION** No change to the original agreement
5. **COMPENSATION** The salary payable to the Superintendent under this agreement for the 2008-2009 school year shall be \$86,000.
6. **BENEFITS** The following represent changes from benefits as stated in the original agreement. Items not referenced remain the same. Changes in benefits are effective in the 2007-2008 school year and in the 2008-2009 school year.
 - (5) **VACATION/HOLIDAYS** The superintendent shall be entitled to **fifteen (15) days paid vacation each year** exclusive of weekends and the district holidays stated herein. District holidays: Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day and the day following, Labor Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day, New Year's Eve and New Year's Day. (Should school be in session on any of the above-stated district holidays, the superintendent shall forfeit the holiday.) Vacation days may not be carried over from one fiscal year to the next.
 - (6) **SICK/PERSONAL LEAVE** The Superintendent is entitled to twelve (12) paid sick leave and three **(3) personal leave days per year**. Sick days have unlimited accumulation. Personal leave days are not cumulative.
7. **TERMINATION – DISABILITY** No change to the original agreement
8. **TERMINATION – FOR CAUSE** No change to original agreement
9. **SATISFACTION OF CONTRACT** No change to original agreement
10. **RETIREMENT** No change to original agreement

11. **CONTRACT EXTENSION** No change to original agreement

12. **SEVERABILITY** No change to original agreement

13. **BOARD AUTHORIZATIONS AND SIGNATURES**

BY ORDER OF THE BOARD OF EDUCATION the District has approved this contract by a majority vote of the entire Board of Education on the date noted at the beginning of this instrument. The Superintendent has accepted by signing below.

TARKIO R-I SCHOOL DISTRICT

By:	<u>Rod McLeamy</u>	<u>12/21/06</u>
	President, Board of Education	Date
Attest:	<u>Cathy Carter</u>	<u>12/22/06</u>
	Secretary, Board of Education	Date
	<u>Linda Blum</u>	<u>12/21/06</u>
	Superintendent	Date