

SUPERINTENDENT'S CONTRACT

This agreement is entered this 12th day of March, 2008 between the Board of Education of the Trenton R-IX School District ("Board" or "District") and Rebecca Albrecht (Superintendent").

1. **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 2008-2009 to 2010-11.**
2. **SUPERINTENDENT'S DUTIES.** The superintendent shall at all times during the term of this agreement possess a valid certificate enabling them 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 responsible for the selection, direction and assignment of the 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 duties and supervise the employee 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 shall become a member and participate in 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 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.

4. **COMPENSATION.** The salary payable to the Superintendent under this agreement for the 2008-2009 school year shall be eighty ~~two thousand five hundred dollars~~ **(\$87,000)**. Salary shall be payable in equal installments on a monthly basis and subject to all deductions required by law.

5. **EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to discussion with the Superintendent of an evaluation of his 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.

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

- (A) **VACATION.** The Superintendent shall be entitled to **ten (10) days paid vacation during this agreement,** exclusive of weekends and legal holidays. Vacation days shall be **cumulative to the maximum of twenty (20) days.** No more than five (5) unused vacation days may be carried over to the next year. Any accumulated vacation days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the per diem rate of 1/250 multiplied by the annual salary then payable to the Superintendent.
- (B) **LEAVE DAYS.** The Superintendent shall be entitled to **twelve (12) sick leave days and two personal leave days annually.** Earned sick leave shall be cumulative to sixty days at which time 110 days total sick leave will be granted according to Board policy for professional employees.
- (C) **INSURANCE.** The Superintendent shall be entitled to **Board paid family health insurance.** The Superintendent shall be entitled to **Board paid family dental/vision insurance, not to exceed \$1,557.24 this school year.**

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09-10
10-11*

- (D) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his duties. The amount of two thousand five hundred dollars, (\$2,500) paid in monthly installments with no verification necessary.
- (E) **DEFENSE AND INDEMNIFICATION.** The district shall defend, indemnify, and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
- (F) **ADDITIONAL BENEFIT.** The Superintendent shall be entitled to the monetary amount of \$1,070 to be used as membership fee to Riverside Country Club.

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 period of leave required by law, and including any regular sick leave days or regular leave days to which the Superintendent is entitled, which period of leave shall be paid, and an additional period of paid leave if necessary so that the period of paid leave terminates effective with the payment of benefits under any policy of disability caused the Superintendent to become unable to perform duties under this agreement, whichever period is shorter, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.
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 notices 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 the expiration of the contract from 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 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. Upon sixty days written notice prior to the anniversary date (July 1) of any contract year the Superintendent may buy out his remaining obligations under this contract for \$8,000 due and payable at the time he exercises his right to buy out the remaining years of the contract.
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 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, the amount of \$8,000.
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 for an additional school 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 accepting in a signed writing, delivered to the Board prior to March 1st, or may proposed 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 both 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.

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. **TERM LIFE INSURANCE.** The Board shall provide and pay the premiums for term life insurance for the Superintendent during the term of this agreement in the amount of \$20,000, payable to a beneficiary or beneficiaries selected by the Superintendent. The Board shall assign the ownership of the policy to a person or trust designated by the Superintendent, and upon termination of this agreement shall allow that owner to continue the policy at his own expense.

14. **MEDICAL EXAMINATION.** At least once during the term of this agreement, the Superintendent shall obtain a comprehensive medical examination, with any cost beyond what insurance pays being paid by the Board. 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 maintain confidentially by the District. The requirements under this paragraph may be waived by the Board upon request of the Superintendent.

15. **OTHER WORK.** The Superintendent may undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations, so long as such other work does not interfere in a material and substantial way with the Superintendent's obligations set forth in this agreement.

16. **BOARD AUTHORIZATION 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 his signature.

Trenton R-IX School District

By: [Signature] _____ 3-13-08
Board of Education President Date

Attest: [Signature] _____ 3-12-08
Secretary Date

[Signature] _____ 3/18/08
Superintendent Date