

SUPERINTENDENT'S CONTRACT

This contract is entered into on the date of its mutual execution, by and between the Board of Education of the School District of University City ("Board" or "District") and Joylynn Wilson ("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 the following school years, subject to the provisions of this contract: December 6, 2007 to June 30, 2008, and July 1, 2008 to June 30, 2009;

2. SUPERINTENDENT'S DUTIES. The Superintendent shall have responsibility for the administration of the schools of the District at the direction of the Board. The Superintendent shall act as chief executive officer of the District. Accordingly, the Superintendent shall be responsible (a) for making recommendations regarding the selection of teachers and other employees in the District; (b) for the direction and assignment of the teachers and other employees in the District in the manner that most efficiently and effectively accomplishes the educational mission of the district; and (c) 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 that is consistent, and in full compliance, with such laws and regulations, as they currently exist or may hereafter be modified.

The Superintendent shall administer, enforce, and comply with the policies, rules, regulations, and procedures of the District, as they currently exist or may hereafter be modified. The Superintendent shall recommend additions, deletions, or other modifications to such policies, rules, regulation, and procedures, as may be appropriate, necessary, or required by law. The Superintendent shall also perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board.

3. CERTIFICATION. The Superintendent agrees to obtain prior to the first day of service hereunder, and to maintain at all times during the term of this contract, a valid certificate to serve as a superintendent in the public schools of the State of Missouri. Failure to timely obtain and/or maintain certification at any time during the term of the contract shall be cause for immediate termination of this contract. The Superintendent acknowledges that employment by the Board is contingent upon a completed criminal background check and a completed child abuse/neglect report, all of which must be satisfactory to the Board, in its judgment and at its sole discretion. In the event this Contract constitutes the Superintendent's initial employment as Superintendent of the District, or a return to employment with the District following any period of separation from the District other than a leave approved by the Board of Education, the criminal background check shall include an FBI fingerprint check, in accordance with Missouri law. A report, which in the judgment of the Board is unsatisfactory, shall constitute good cause for termination of this contract. The Superintendent shall also immediately notify the Board of any arrests, charges, pleas, convictions and/or sentences that occur after the dates of the foregoing criminal and child abuse/neglect record checks.

4. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of professional and educational organizations at District expense, if approved in advance by the Board. Unless directed otherwise by the Board, the Superintendent may attend and participate in educational programs offered by such organizations, at District expense, within amounts budgeted for such purposes, if such participation is in the best interest of the District, and provided the Superintendent provides the Board with documentation for expenses incurred.

5. **COMPENSATION.** The salary payable to the Superintendent under this contract shall be as follows:

(a) **December 6, 2007 through June 30, 2008:**

For the period of December 6, 2007, through June 30, 2008, Superintendent shall receive a salary in the amount of \$170,000.00 per annum, which shall be pro-rated for the above-described period. This pro-rated salary shall be paid in equal installments on a monthly basis and subject to all deductions required by law, or otherwise authorized by agreement of the Superintendent and the Board, in accordance with the law and District policy and regulation. If the Superintendent successfully defends her doctoral dissertation within the period of December 6, 2007, through June 30, 2008, her salary will be increased by an additional \$10,000.00, which shall be pro-rated from the date of the successful defense through June 30, 2008. To receive this increase, the Superintendent must submit to the Board Secretary documentation of her successful dissertation defense.

(b) **July 1, 2008, through June 30, 2009:**

The Superintendent's pay for the period of July 1, 2008, through June 30, 2009, shall be calculated under the applicable formula below:

- (1) If the Superintendent has successfully defended her doctoral dissertation before July 1, 2008, the Superintendent shall receive a salary in the amount of \$180,000.00, plus the percentage increase approved by the Board for certificated staff to receive during the 2008-09 school year;
- (2) If the Superintendent has not successfully defended her doctoral dissertation before July 1, 2008, the Superintendent shall receive a salary in the amount of \$170,000.00, plus the percentage increase approved by the Board for certificated staff to receive during the 2008-09 school year. If the Superintendent successfully defends her doctoral dissertation thereafter (i.e., during the period of July 1, 2008, through June 30, 2009), her salary will be increased by an additional \$10,000.00, which will be pro-rated from the date of the successful defense through June 30, 2009. To receive such dissertation-related increase, the Superintendent must submit to the Board Secretary documentation of her successful dissertation defense.

For the entire term of this contract, the Superintendent's salary shall be paid in equal installments on a monthly basis and subject to all deductions required by law, or otherwise authorized by agreement of the Superintendent and the Board, in accordance with the law and District policy and regulation.

6. EVALUATION. The Board shall devote a portion, or all, of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of her performance. The Board shall determine the appropriate method for evaluation of the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.

7. BENEFITS. In addition to the compensation and other benefits provided for herein, the Superintendent shall be entitled to the following benefits:

(1) INSURANCE BENEFITS. The Superintendent shall be entitled to all of the insurance benefits applicable to certificated employees in accordance with the District's plans for such insurance benefits, including the following:

- (a) Medical insurance;
- (b) Dental insurance;
- (c) Vision insurance;
- (d) Long-term disability insurance; and
- (e) Life insurance up to a maximum amount of \$350,000.00 in death benefits, if approved by the Board after quotes are obtained by the District regarding such insurance. Regardless of the above, the Superintendent shall be, at minimum, entitled to the same amount of life insurance as that afforded to other certificated employees in the District. The Superintendent recognizes that to qualify for life insurance above the amount provided to other certificated staff, a life insurance provider may require the Superintendent to undergo a physical examination and that the life insurance provider is the ultimate decision maker with respect to whether additional death benefits are allowable.

(2) VACATION, SICK AND PERSONAL LEAVE. The Superintendent shall be afforded all vacation, sick, and personal leave benefits as provided for in Board policies and regulations applicable to District administrators. Upon termination or satisfaction of this contract for any reason, the Superintendent shall be paid for all unused vacation, sick and personal leave days at the rate established under the then-applicable Board policies and regulations.

(3) **EXPENSE REIMBURSEMENT.** Subject to approval of the Board, the Superintendent shall be reimbursed by the District for reasonable and necessary expenses incurred in the performance of her duties. The Superintendent shall submit appropriate substantiation for all business expenses incurred.

(4) **TRANSPORTATION/TRAVEL 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 this vehicle. Therefore, the District will provide the Superintendent with a monthly travel allowance of \$500.00 for her automobile travel expenses when on school business. The Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle, as well as all wear-and-tear and gasoline costs. The Superintendent recognizes that the above-referenced travel allowance may constitute income and, as such, is subject to IRS rules and regulations relating thereto. The Superintendent agrees to consult with a tax professional regarding the tax consequences of the allowance and the sufficiency of any withholding relating thereto. The Board also recognizes that, on occasion, the Superintendent will incur travel expenses outside of Missouri, such as airfare to/from Board-approved meetings that are of benefit both to the Superintendent and to the District's educational programming. These extraordinary travel amounts will be reimbursed, in addition to the monthly travel allowance above, subject to appropriate documentation and approval by the Board of Education.

(5) **CELLULAR PHONE ALLOWANCE.** The Superintendent shall receive a cellular phone allowance of \$150.00 per month to enable her to remain in communication with District officials with respect to District matters.

(6) **TAX-SHELTERED ANNUITY.** The Superintendent is entitled to receive a tax-sheltered annuity in accordance with the District's provision of such an annuity to the District's cabinet-level administrators.

(7) **DEFENSE AND INDEMNIFICATION.** 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 her individual capacity, and/or in her official capacity as agent and employee of the Board, provided that the claim arose while the Superintendent was acting within the course and scope of the Superintendent's employment. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

8. TERMINATION - DISABILITY. In the event of any illness or disability which renders the Superintendent unable to perform one or more of the essential duties required under this contract 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 specifically entitled, the Board may terminate this contract following notice and an opportunity for the Superintendent to be heard as required by law.

9. TERMINATION - FOR CAUSE. This contract may be terminated during its term for cause, which shall be defined to include, but shall not be limited to, the following: (i) neglect of duties and responsibilities; (ii) poor performance, incompetency, or inefficiency in the line of duty; (iii) failure to comply with policies and/or rules and regulations of the Board; (iv) failure to comply with directives of the Board; (v) failure to abide by the laws of the State of Missouri; (vi) immoral conduct; (vii) material breach of this contract; or (viii) any other good cause as defined by Missouri law. Prior to discharge under this paragraph, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board as required by law. If the Superintendent chooses to be represented by legal counsel at such hearing, she shall bear any costs attendant to such representation. Such hearing shall be conducted in closed, executive session unless otherwise provided by mutual agreement of the parties or otherwise required by law.

10. TERMINATION - MUTUAL AGREEMENT. This contract may be terminated by mutual agreement of the parties at any time.

11. 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, in the Board's opinion, interfere in a material and/or substantial way with the Superintendent's obligations set forth in this contract. Such other work is, at all times, subject to the approval of the Board. The Superintendent shall obtain prior approval from the Board before beginning such other work.

12. SATISFACTION OF CONTRACT. The Board may completely discharge its obligations under this contract at any time by paying to the Superintendent all of the contract salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

13. CONTRACT EXTENSION. Prior to the end of each school year that this contract remains in effect, the Board may, upon request of the Superintendent, determine and notify the Superintendent whether it intends to extend this contract for one or two additional school years after the end of the then-current term. The Superintendent may make such request at any time after January 1 of the school year. After the Board's determination of the Superintendent's salary for the next school year, the terms of the extension shall be approved and reduced to writing by means of an Addendum to this contract.

14. 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 President and Secretary have affixed their signatures below to confirm that the District, by majority vote of the Board of Education, has approved this contract; and by affixing her signature below, the Superintendent has accepted this contract.

SCHOOL DISTRICT OF UNIVERSITY CITY

By: Margaret Coley 12/6/07
President, Board of Education Date

Attest: Robert L. Elgin 12-6-07
Secretary, Board of Education Date

Date

SUPERINTENDENT

Joylynn L. Wilson 12/6/07
Joylynn Wilson Date