

Van Buren R-1 School
Board of Education

Contract To Serve As Superintendent of Schools

This agreement is entered into this 22nd day of January, 2008 between the Board of Education of the Van Buren School District ("Board" or "District") and Jeffrey D. Lindsey, ("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 July 1st, 2008 through June 30, 2011.

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

The superintendent shall have the responsibility for the administration of the schools of the District, and shall act as chief executive officer of the District. As such, he shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, which in his judgment best serves the Van Buren R-I school District; that the administration of instruction and business affairs will be lodged with the Superintendent and be administered by him with the assistance of his staff; that the responsibility for selections, placement and transfer of personnel shall be vested in the Superintendent and his staff; and that the Board of Education, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

Further it shall be the responsibility of the Superintendent 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 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, 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

Board Secretary Attest: 

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 or other regular leave days to which the Superintendent is entitled, which period of leave shall be paid, and an additional period of paid leave as necessary not to exceed a period of 6 months from the date that such illness or disability caused the Superintendent to become unable to perform duties under this agreement, the Board may terminate this contract following notice and an opportunity for the Superintendent to respond.

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.

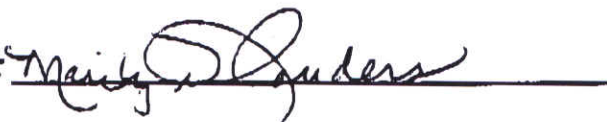
9. SATISFACTION OF CONTRACT. The Board of Education may completely discharge its obligations under this agreement at any time by paying the Superintendent all the contracted salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

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 the teacher retirement System.

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, 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 as provided by formula as indicated in section number four (Section #4 - Compensation) of this contract for the year immediately preceding the extension. The Superintendent may accept the extension of the contract by indicating his acceptance in a signed writing, delivered to the Board President prior to April

Board Secretary Attest:

Page 3 of 4



Nancy D. Sanders

15th, 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 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. 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.

Van Buren R-I School District

By: 

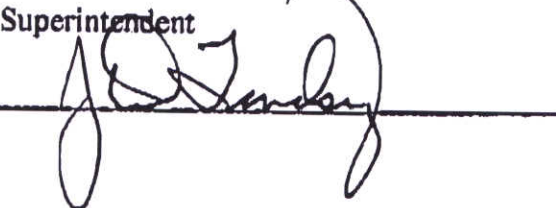
President, Board of Education

1/23/08
Date

Attest: 

Secretary, Board of Education

1/23/08
Date

Superintendent


1/23/08
Date

Board Secretary Attest: 
Page 4 of 4