

## SUPERINTENDENT'S CONTRACT

This agreement is entered into between the Board of Education of the REORGANIZED SCHOOL DISTRICT NO. 3 OF WARREN COUNTY (hereinafter "BOARD") and JOHN LONG (hereinafter "SUPERINTENDENT" effective upon the date signed by both parties.

1. **TERM.** The BOARD 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, 2008 through June 30, 2011, subject to the provisions of this agreement.
2. **COMPENSATION.**
  - a. The salary payable to the SUPERINTENDENT under this agreement for the 2008-09 school year shall be \$145,000.00. The salary for 2009-10 school year shall be \$151,000. The salary for the 2010-11 school year shall be \$157,000. Salary shall be payable on a monthly basis and subject to all deductions required by law.
    - 1) In addition to the salary noted above, the SUPERINTENDENT will be given a monthly car allowance of \$500.00, to be payable monthly or in one lump sum, at the discretion of the SUPERINTENDENT.
3. **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 shall be responsible for the selection, direction and assignment of the teachers and other employees under his supervision 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, all subject to approval and supervision of the BOARD. The SUPERINTENDENT shall be responsible for compliance by the District with all applicable laws and regulations relating to public schools in the state of Missouri, for informing the BOARD of its responsibilities under applicable laws and regulations in a timely manner when reasonably necessary, and for performing his duties and supervising 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 such other duties that are incidental to the position

of superintendent or that may be assigned by the BOARD.

The SUPERINTENDENT, with the agreement of the BOARD, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

4. The Board shall provide the Superintendent with out-of-district travel expenses during the performance of his official duties under the contract in the form of meal and lodging reimbursement by receipt only. Out-of-district mileage will be reimbursed at the IRS rate.
5. The Superintendent shall receive 20 school days of vacation annually, exclusive of legal holidays and shall be entitled to 10 days of sick leave and 3 personal leave days annually. Vacation shall be taken within 12 months of the year in which it is earned. Earned sick leave shall be cumulative or as provided by state law or Board rules or regulations.
6. The Superintendent shall attend appropriate professional meetings, the expense of said attendance to be incurred by the District. The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent shall file an itemized statement of expense with the Board.
7. The Superintendent shall be afforded membership dues in professional educational organizations as approved by the Board of Education.
8. The Superintendent may join one or more civic organizations. Fees and expenses incidental to such organizations will be paid subject to Board approval.
9. The Superintendent shall receive health and dental insurance coverage, life insurance coverage for the Superintendent associated with the district's health and dental insurance, terminal pay, and other personal benefits accorded to other professional employees of the District. Any improvements in fringe benefits as may be developed through bargaining or provided on any other basis to teachers will automatically apply to the Superintendent.
10. Health and dental insurance for the Superintendent's family will be provided and paid by the District.
11. The Superintendent shall receive a lump sum payment of \$8,000 to a 403b account each year.
12. The School District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and

employee of the District provided the incident arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent, a conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the cost of legal defense.


13. **TERMINATION.** 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 ninety days, or any period of leave required by law if greater than ninety days, during which time the SUPERINTENDENT shall be paid, and including any regular sick leave days or other regular leave days to which the SUPERINTENDENT is entitled, the BOARD may terminate this contract following notice and an opportunity for the SUPERINTENDENT to be heard.

Throughout the term of the contract, the SUPERINTENDENT shall be subject to discharge for the same causes for which the contract of a permanent teacher could be terminated, provided, however, that the BOARD does not arbitrarily or capriciously call for dismissal, and provided that, prior to discharge, the SUPERINTENDENT shall have the right to service of written charges, notice of hearing, and an opportunity to provide the BOARD with reasons why his employment should not be terminated.

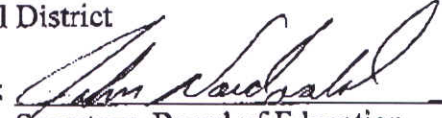
The BOARD may completely discharge its obligations under this agreement at any time by paying to the SUPERINTENDENT all of the contracted salary to which the SUPERINTENDENT is entitled for the remainder of the contract period, subject to deductions required by law.

14. **SAVINGS CLAUSE.** If it is determined at any time that any provision of this contract is illegal or unenforceable, the remaining terms shall not be affected.

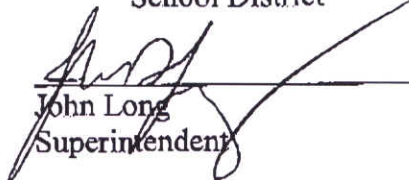
15. SIGNATURES.

  
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President, Board of Education  
Warren County R-III  
School District

2-27-08  
Date

Attest:   
\_\_\_\_\_  
Secretary, Board of Education  
Warren County R-III  
School District

2-27-08  
Date

  
\_\_\_\_\_  
John Long  
Superintendent

2/27/08  
Date