

GENERAL ADMINISTRATION**Form 1720**
(BOE approved 01/15/2008)**Administrative Organization and Rules****Suprcintendent's Contract****SUPERINTENDENT'S EMPLOYMENT CONTRACT**

THIS AGREEMENT, made and entered into this 25th day of February, 2008, by and between Deborah Orr ("Superintendent") and the Board of Education for the Warrensburg R-VI School District ("Board"). In accordance with its actions, as found in the minutes of the meeting held on the 25th day of February, 2008, the Board has and does hereby employ Deborah Orr as Superintendent of Schools for a period of twenty-four (24) months commencing July 1, 2008. Both parties agree that said employee shall perform the duties of Superintendent of Schools in and for the public schools of said District, as prescribed by the laws of the State of Missouri, and by the rules and regulations made thereunder by the Board of Education of said District.

WITNESSETH:

That, in consideration of an annual salary of \$118,500.00 for the 2008-2009 contract year, and a salary of from \$118,500.00 to \$125,000.00, the exact amount to be determined, based on performance, by the Board for the 2009-2010 contract year,

the Suprcintendent agrees to perform faithfully the duties and obligations of Superintendent of Schools required by the laws of the State of Missouri and the rules, regulations, and policies of the Board of Education, which are existing or which may hereafter be created by the Warrensburg R-VI School District Board of Education, and to serve as Executive

Form 1720
Page 2

Officer of the Board of Education. Salary shall be paid in equal installments on a monthly basis and subject to all deductions required by law.

SUPERINTENDENT'S DUTIES. The Superintendent shall at all times during the term of this agreement possess a valid certificate 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 directly responsible for the selection, direction and assignments 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 his or 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.

PROFESSIONAL DEVELOPMENT. The Superintendent will become a member of the Missouri Association of School Administrators, including the local district organization, and may become a member of the American Association of School Administrators, at District expense, and may attend educational programs offered through such organizations at

Form 1720
Page 3

District expense. The Superintendent may become a member of such other organizations, as he or she 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 such amounts.

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

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

(1)VACATION. The Superintendent shall be entitled to twenty (20) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Vacation days shall be cumulative to the extent that unused vacation days earned during a given year may be carried over for use during the next year up to a maximum of five days with any exceptions requiring prior approval by the Board. 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.

(2)EXPENSE REIMBURSEMENT. The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses, as included in the annual budget, incurred in the performance of his or her duties.

(3)DEFENSE AND IMDEMNIFICATION. The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his employment with the district

Form 1720
Page 4

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.

(4) **TRANSPORTATION 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 said vehicles. The Superintendent shall be reimbursed for business related mileage outside the district at the current rate of reimbursement for district staff. In addition, the Superintendent shall be reimbursed by the Board of meals, lodging, and other necessary expenses incurred in the performance of his/her duties.

(5) **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 \$100,000 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 or her own expense.

(6) **HEALTH INSURANCE.** The Board shall, at the option of the Superintendent, pay for the cost of participation of the Superintendent in any plan of group health and dental insurance provided by the District. The Superintendent shall receive family health insurance coverage and any other personal benefits accorded to other professional employees of the District. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent.

(7) **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 in this agreement.

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

Form 1720
Page 5

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 entitled, which period of leave shall be paid, and an additional period of paid leave if necessary so that the total period of paid leave terminates effective with the payment of benefits under any policy of disability insurance provided under this agreement, or six months from the date that such illness or 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.

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 program 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.


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.

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.

MUTUAL CONSENT. The employment contract may be terminated by mutual agreement of parties.

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. The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties.

DATED this 25th day of February, 2008.



SUPERINTENDENT



PRESIDENT - BOARD OF EDUCATION



SECRETARY - BOARD OF EDUCATION

Approved by BOE on 2/25/08