

Contract To Serve As Superintendent of Schools
Waynesville R-VI School District

This agreement is entered this 30th day of June, 2005 between the Board of Education of the Waynesville R-VI School District ("Board" or "District") and Judene R. Blackburn ("Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept employment as superintendent of the District's schools, for a period of three years, from 2006-07 through 2008-09, subject to the provisions of this agreement.
2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall at all times during the term of this agreement possess a valid certificate as superintendent of schools in the state of Missouri.

The Superintendent shall be responsible 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, she shall be directly responsible for the selection, direction and assignment of administrative staff, teachers and other employees in the manner which most efficiently and effectively accomplishes the educational mission of the District, and shall be responsible for making recommendations concerning the annual budget and for administering the budget adopted by the Board. The Superintendent shall provide for the 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 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. **COMPENSATION.** The salary payable to the Superintendent under this agreement for the 2006-2007 school year shall be \$117,096.00. The salary payable to the Superintendent under this agreement for the 2007-2008 school year shall be \$117,096.00. The salary payable to the Superintendent under this agreement for the 2008-2009 school year shall be \$117,096.00.
4. **EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to discuss with the Superintendent 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 such other evaluation method jointly agreed upon by the Superintendent and the Board.

5. **BENEFITS.** The Superintendent shall be entitled to any and all benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:
- a. **Vacation.** The Superintendent shall be entitled to paid vacation as specified in the Certificated Employee Handbook adopted by the Board annually.
 - b. **Personal Days.** The Superintendent shall be entitled to paid personal days as specified in the Certificated Employee Handbook adopted by the Board annually.
 - c. **Sick Days.** The Superintendent shall be entitled to paid sick days as specified in the Certificated Employee Handbook adopted by the Board annually.
 - d. **Expense Reimbursement.** The Superintendent shall be reimbursed by the Board for reasonable and necessary expenses incurred in the performance of his or her duties.
 - e. **Defense and Indemnification.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent in his or her individual or representative capacity, which legal actions arise out of or related to the Superintendent's course and scope of employment with the District. Criminal litigation and any defense or indemnification that the District cannot provide under state law is excluded from this indemnification provision. Individual Board members shall not be held personally responsible for the District's obligations to the Superintendent as set forth in this paragraph.
 - f. **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 automobile. Therefore, the Board will reimburse the Superintendent the annual sum of \$6,000.00, payable monthly, for the business use of said automobile. The Superintendent shall submit appropriate substantiation of all vehicle related expenses incurred. To the extent that this allowance is unsubstantiated, it shall be included in the Superintendent's taxable income. The Superintendent shall bear all costs associated with the purchase, upkeep and maintenance of the vehicle.
 - g. **Deferred Compensation.** The Board shall establish a non-qualified deferred compensation plan in the amount of \$6,000.00 annually on behalf of the Superintendent in accordance with the applicable provisions, regulations and procedures of the Internal Revenue Service. The Board shall retain ownership of the plan. The plan shall be the property of the Board, subject to the claims of the general creditors of the Board, and the Superintendent shall have no claim or right to ownership of, or to pledge, assign, or hypothecate the deferred payments.

403(b) income
owns for retirement
in an addition
to 401K

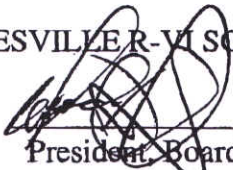
6. **TERMINATION – FOR CAUSE.** This agreement may be terminated for cause following written notice and an opportunity for a hearing. “For cause” includes failure to comply with the terms of this agreement or any cause for which the contract of a permanent teacher may be terminated. Except in the case of alleged immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected. Such notice shall be provided at least sixty (60) days before charges are filed or action is taken, and the Superintendent shall be provided an opportunity to address the causes identified in the written notice. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law. The Superintendent reserves the right to pursue any and all lawful remedies available to her.
7. **TERMINATION – MUTUAL CONSENT.** Upon mutual consent and thirty (30) days prior written notice, this agreement may be terminated without penalty or prejudice against either the Board or the Superintendent. In the event this contract should be terminated by mutual consent, the Board shall pay the Superintendent all remuneration and benefits accrued but unpaid during the period of employment immediately prior to such termination.
8. **RETIREMENT.** The Superintendent may, by giving a minimum of sixty (60) days written notice to the Board prior to the end of any school year, retire effective upon 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 benefits under the Teacher Retirement System if vested.
9. **CONTACT EXTENSION.** By February 1 of each year that this agreement remains in effect, the Board 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. A failure by the Board to notify the Superintendent in writing of its intent to extend or terminate this agreement shall constitute reemployment for a period of one year under the same terms, conditions and salary as applicable as of February 1 of such year.
10. **SEVERABILITY.** If it is determined at any time that any provision of this agreement is illegal or unenforceable, the remaining terms shall not be affected.

11. BOARD AUTHORIZATION AND SIGNATURES.

BY ORDER OF THE BOARD OF EDUCATION. The District has approved this agreement by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below.

WAYNESVILLE R-VI SCHOOL DISTRICT


By:



President, Board of Education

7-18-2005
Date

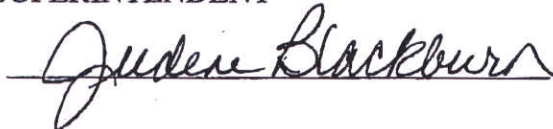
Attest:



Secretary, Board of Education

7-18-2005
Date

SUPERINTENDENT



7/18/05
Date

ADDENDUM EXTENDING CONTRACT OF EMPLOYMENT

This Addendum is entered into this 22nd day of January, 2008, between the Board of Education of the Waynesville R-VI School District ("Board" or "District") and Judene R. Blackburn ("Superintendent") for the purpose of extending the contract previously entered into between the parties dated July 18, 2005 (the "Original Agreement").

The parties hereby agree that the terms of the Original Agreement shall be extended for an additional school year, commencing on July 1, 2010, and extending through June 30, 2011, and that the salary for such additional period shall be \$146,000.00. Additionally, of the Original Contract, Section 5, f., shall be amended to increase from an original annual sum of \$6,000.00 to a total annual sum of \$12,000.00 and Section 5, g., from an original annual sum of \$6,000.00 to a total annual sum of \$12,000.00.

BY ORDER OF THE BOARD OF EDUCATION, the District has approved this Addendum to extend the Original Agreement by majority vote of the Board of Education on the date first written, and the Superintendent has accepted by her signature.

WAYNESVILLE R-VI SCHOOL DISTRICT

By: *Ray J. Fuhr*
President, Board of Education

2/19/08
date

Attest: *Michael E. Rouse*
Secretary, Board of Education

2/19/08
date

SUPERINTENDENT

Judene Blackburn

2/19/08
date