

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Contract is entered into this 10th day of April, 2006, between the Board of Education for the WENTZVILLE R-IV SCHOOL DISTRICT of St. Charles County, Missouri, ("Board" or "District") and DR. TERRY R. ADAMS ("Dr. Adams" or "Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as Superintendent of the District's schools, subject to the provisions of this Contract, for a period of three (3) school years, commencing July 1, 2006, and ending June 30, 2009.

2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall be responsible 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. The Superintendent shall administer, enforce, and comply with the policies, rules, regulations and procedures of the District, as they currently exist or shall hereafter be amended, and with state and federal law. The Superintendent shall recommend necessary additions or changes to District policies, regulations, and procedures, and shall perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board. The policies and regulations of the District, as they currently exist or hereafter may be amended are made part of this Contract.

3. **CERTIFICATION.** The Superintendent shall at all times during the term of this contract possess a valid certificate enabling him to serve as a Superintendent of Schools in the State of Missouri. The Superintendent will maintain such certification while he serves as Superintendent of Schools. Failure to maintain such certification shall render this Contract void and of no effect, as of the date that such certification expires, is suspended or revoked, or otherwise ceases to be in full force and effect. In addition, the Superintendent understands that employment by the Board is contingent upon maintenance of satisfactory criminal and child abuse/neglect records report. In the event this Contract constitutes Superintendent's initial employment with the Wentzville R-IV School 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, the criminal background check shall include an FBI fingerprint check, in accordance with Missouri law. A report that 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 shall join national and state professional organizations related to the superintendency and those required by the Board. In addition, the Superintendent shall attend appropriate professional meetings at the local, state, and national level. The Board shall pay the cost of such meetings in an amount not to exceed Five Thousand Dollars (\$5,000.00) annually.

5. **COMPENSATION.** The salary payable to the Superintendent under this contract for the 2006-2007 school year shall be One Hundred Sixty-Five Thousand and 00/100 Dollars (\$165,000.00). The salary payable to the Superintendent under this contract for the 2007-2008

school year shall be One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00). The salary payable to the Superintendent under this Contract for the 2008-2009 school year shall be One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00).

6. **MOVING EXPENSES.** In consideration for Superintendent's relocation to the Wentzville R-IV School District, Superintendent shall be entitled to a one-time payment not to exceed Four Thousand and 00/100 (\$4,000.00) for reimbursement of documented moving expenses. Such payment shall be made within ten (10) business days after the District has received proof, satisfactory to the Board, that the Superintendent has moved into and is residing within the District.

7. **EVALUATION.** The Board shall devote a portion, or all, of one meeting during each contract year to a discussion regarding the working relationship between the Superintendent and the Board and the Superintendent's 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.

8. **BENEFITS.** The Superintendent shall receive 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.

(A) **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:

- (1) Medical insurance;
- (2) Dental insurance;
- (3) Vision insurance;
- (4) Long-term disability insurance; provided, however, that Superintendent shall be entitled to a monthly disability benefit of Five Thousand and 00/100 Dollars (\$5,000.00); and
- (5) Life insurance; provided, however, that Superintendent shall be entitled to Fifty Thousand and 00/100 Dollars (\$50,000.00) in death benefits.

(B) **VACATION.** The Superintendent shall be entitled to twenty (20) days paid vacation annually, exclusive of legal holidays. Earned vacation shall be cumulative to forty (40) days annually. Any accumulated vacation days remaining, up to a maximum of twenty (20) days, upon termination of the Superintendent's employment shall be paid to the Superintendent at

the per-diem rate applicable at the time of separation from the District. The Superintendent shall be entitled to twelve (12) days temporary leave annually. Earned temporary leave shall be cumulative to two hundred forty (240) days, as provided by Board policy.

- (C) **EXPENSE REIMBURSEMENT.** Subject to approval of the Board of Education, the Superintendent shall be reimbursed by the District for reasonable and necessary expenses incurred in the performance of his duties. Prior to reimbursement, the Superintendent shall submit to the Board appropriate substantiation of all business expenses incurred.

- (D) **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 his individual capacity, and/or in his official capacity as agent and employee of the Board, provided that the incident 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.

- (E) **TRANSPORTATION ALLOWANCE.** 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 vehicle. Therefore, the District will provide the Superintendent with a transportation allowance of Five Hundred and 00/100 Dollars (\$500.00) per month. Except as provided in this paragraph, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle. As a condition of receiving the transportation allowance under this paragraph, Superintendent shall be required to obtain, and to maintain at all times during the term of this Contract, automobile insurance, as required by Missouri law, on any and all personal vehicles used for school purposes. Superintendent's personal insurance shall provide primary coverage for all claims arising out of Superintendent's use of his personal vehicle(s) for school purposes; and the District's insurance coverage shall be secondary. Superintendent shall not be entitled to a transportation allowance for any month during which he fails to maintain insurance as required in this paragraph. Furthermore, failure to obtain and maintain insurance as required under this paragraph shall constitute a material breach of this Contract, and shall constitute cause for termination. The transportation allowance provided under this paragraph may be increased by the Board of Education during each school

year covered by this Agreement, with such amount to be determined by the Board in its judgment and at its sole discretion, provided however, that it shall not be increased by more than 100% of the previous year's allowance.

9. TERMINATION - DISABILITY. In the event of any illness, accident, disability, or other incapacity that renders the Superintendent permanently 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 paid sick leave days or other leave days to which the Superintendent is entitled by Board policy, the Board may terminate this Contract following notice and an opportunity for the Superintendent to be heard as required by law.

10. 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, incompetence, 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 federal law and/or the laws of the State of Missouri; (vi) immoral conduct; (vii) material breach of this contract; or (viii) any other good or just cause, as defined by Missouri law. Prior to discharge, 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, he 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.

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

12. 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.

13. 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.

14. 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 an additional school year after the end of the then-current term. The Superintendent may make such request at any time after January 1 of the school year.

15. **GOVERNING LAW.** The provisions of this Contract will be governed by the laws of the State of Missouri.

16. **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.


17. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Superintendent and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Contract must be in writing and signed by the parties.

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 his signature below, the Superintendent has accepted this contract.

SCHOOL DISTRICT

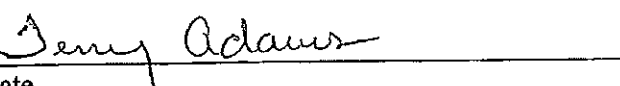
By: 
President, Board of Education

4-10-06
Date

Attest: 
Secretary, Board of Education

4-10-06
Date

SUPERINTENDENT


Date

4-13-06
Date

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Contract is entered into this 18th day of January, 2007, between the Board of Education for the WENTZVILLE R-IV SCHOOL DISTRICT of St. Charles County, Missouri, ("Board" or "District") and DR. TERRY R. ADAMS ("Dr. Adams" or "Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as Superintendent of the District's schools, subject to the provisions of this Contract, for a period of three (3) school years, commencing July 1, 2007, and ending June 30, 2010.

2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall be responsible 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. The Superintendent shall administer, enforce, and comply with the policies, rules, regulations and procedures of the District, as they currently exist or shall hereafter be amended, and with state and federal law. The Superintendent shall recommend necessary additions or changes to District policies, regulations, and procedures, and shall perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board. The policies and regulations of the District, as they currently exist or hereafter may be amended are made part of this Contract.

3. **CERTIFICATION.** The Superintendent shall at all times during the term of this contract possess a valid certificate enabling him to serve as a Superintendent of Schools in the State of Missouri. The Superintendent will maintain such certification while he serves as Superintendent of Schools. Failure to maintain such certification shall render this Contract void and of no effect, as of the date that such certification expires, is suspended or revoked, or otherwise ceases to be in full force and effect. In addition, the Superintendent understands that employment by the Board is contingent upon maintenance of satisfactory criminal and child abuse/neglect records report. In the event this Contract constitutes Superintendent's initial employment with the Wentzville R-IV School 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, the criminal background check shall include an FBI fingerprint check, in accordance with Missouri law. A report that 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 shall join national and state professional organizations related to the superintendency and those required by the Board. In addition, the Superintendent shall attend appropriate professional meetings at the local, state, and national level. The Board shall pay the cost of such meetings in an amount not to exceed Five Thousand Dollars (\$5,000.00) annually.

5. **COMPENSATION.** The salary payable to the Superintendent under this contract for the 2007-2008 school year shall be One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00). The salary payable to the Superintendent under this contract for the 2008-2009

duties. Prior to reimbursement, the Superintendent shall submit to the Board appropriate substantiation of all business expenses incurred.

- (D) **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 his individual capacity, and/or in his official capacity as agent and employee of the Board, provided that the incident 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.
- (E) **TRANSPORTATION ALLOWANCE.** 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 vehicle. Therefore, the District will provide the Superintendent with a transportation allowance of Five Hundred and 00/100 Dollars (\$500.00) per month. Except as provided in this paragraph, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle. As a condition of receiving the transportation allowance under this paragraph, Superintendent shall be required to obtain, and to maintain at all times during the term of this Contract, automobile insurance, as required by Missouri law, on any and all personal vehicles used for school purposes. Superintendent's personal insurance shall provide primary coverage for all claims arising out of Superintendent's use of his personal vehicle(s) for school purposes; and the District's insurance coverage shall be secondary. Superintendent shall not be entitled to a transportation allowance for any month during which he fails to maintain insurance as required in this paragraph. Furthermore, failure to obtain and maintain insurance as required under this paragraph shall constitute a material breach of this Contract, and shall constitute cause for termination. The transportation allowance provided under this paragraph may be increased by the Board of Education during each school year covered by this Agreement, with such amount to be determined by the Board in its judgment and at its sole discretion, provided however, that it shall not be increased by more than 100% of the previous year's allowance.

8. **TERMINATION - DISABILITY.** In the event of any illness, accident, disability, or other incapacity that renders the Superintendent permanently unable to perform one or more of the essential duties required under this Contract with or without reasonable accommodation,

16. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Superintendent and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Contract must be in writing and signed by the parties.

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 his signature below, the Superintendent has accepted this contract.

SCHOOL DISTRICT

By: *Denise A. Blackman*
President, Board of Education

7/19/07
Date

Attest: *Sheryl R. Cox*
Secretary, Board of Education

7-19-07
Date

SUPERINTENDENT

Joe Adams

7-23-07
Date