

SUPERINTENDENT'S CONTRACT

This agreement, made and entered into this **30th day of October, 2000**, between Kelly Shelby, a legally qualified public school teacher, of the first part, and the Board of Education of the Westran R-1 District, County of Randolph, State of Missouri, of the second part.

Witnesseth, that Kelly Shelby agrees to perform all duties incumbent upon him as superintendent and administrator of public schools within and for said school district for a term of **1 school year** equaling 240 days, beginning on the **1st day of July, 2001**, for which services properly rendered and reports correctly made, according to law, said Board of Education agrees to issue warrants in favor of the party of the first part upon the treasurer of said school district accordance with the following terms:

(A) **The annual salary for the year beginning July 1, 2001 shall be \$65,000 and shall be paid monthly in twelve equal installments in accordance with Board policy.**

(B) **Should the superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control and said disability exists for a period of more than 60 days during any school year, the Board of Education may in its discretion make a proportionate deduction from the salary stipulated, and if such disability continues for more than 90 days or if said disability is permanent, irreparable or of such nature as to make the performance of his duties impossible, the Board of Education may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations hercof shall terminate.**

(C) **The Board of Education shall provide the superintendent with transportation costs at 28 cents per mile when using his own vehicle in the performance of his official duties during his employment under this contract.**

(D) **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 performance.**

(E) **The superintendent shall receive 10 days vacation annually (15 days after year 5) exclusive of legal holidays and shall be entitled to 11 days sick leave for 2001.**

Vacation shall be taken during the contract year in which it is earned and shall not be cumulative. Earned sick leave shall be cumulative to a maximum of 60 days or as provided by Board policy for professional employees. (Will be allowed to bring in cumulative days already received)

(F) **Except as provided herein, the superintendent shall be entitled to any or all fringe benefits provided by Board policy for professional employees.**

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(G) The Board of Education, at the request of the superintendent or when in accordance with state statutes, shall withhold and transfer an amount of salary annually or semi-annually to be determined by the superintendent, permitting the superintendent of schools to participate, if desired, in a tax-deferred annuity program of his choosing.

(H) The superintendent may attend appropriate board approved professional meetings at the local, state and national level, and the expenses of said attendance to be incurred by the district.

(I) The Board of Education will pay professional dues up to \$500.00.

(J) That the superintendent will furnish a valid and appropriate certificate to act as superintendent of schools in the state of Missouri as directed by the Board of Education and that the superintendent hereby agrees to devote his time, skills, labor, and attention to said employment during the term of this contract, provided however, that the superintendent may undertake consultative work, speaking engagements, writing, lecturing or other activities that do not interfere with his professional duties and obligations.

(K) The superintendent of schools shall be the chief executive officer of the Board of Education and the administrative head of the school district. He shall attend Board meetings and recommend to the Board for employment all teachers and other employees of the school system. Assistants to the superintendent, principals, supervisors, teachers, and all other employees shall work under the supervision of the superintendent of schools. The responsibility for recommendations, placement, and transfer of personnel shall be vested in the superintendent and his staff; and the Board of Education will refer promptly all criticism, complaints, and suggestions called to its attention to the superintendent for study and recommendation.

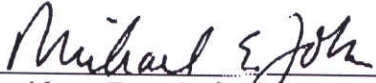
(L) That the Board of Education shall defend, hold harmless and indemnify the superintendent from any and all demands, claims, actions, and legal proceedings brought against the superintendent in his individual capacity or in his official capacity as agent and employee of the Board of Education, provided the incident arose while the superintendent was acting within the scope of his employment.

(M) The renewal of the superintendent's contract shall be acted upon by the Board of Education at the January Board of Education meeting in order to specifically determine the superintendent's employment status. Such consideration and subsequent action on the superintendent's contract shall be conducted at an executive session of the Board in order that all members including the superintendent, may freely debate the issues inherent in the renewal or dismissal of the superintendent.


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(N) That throughout the terms of his contract, the Superintendent shall be subject to discharge for good and just causes; however, if the Board calls for the dismissal of the superintendent, that the superintendent shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board of Education in executive session.

Done by order of the Board of Education this 27th day of **October, 2000.**

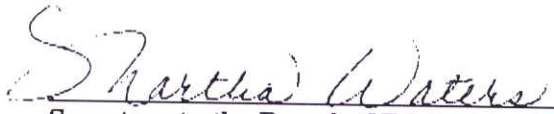


President, Board of Education
Westran R-1 School District
210 W. Depot
Huntsville MO 65259



Superintendent of Schools
Westran R-1 School District
210 W. Depot Street
Huntsville MO 65259

ATTEST:



Secretary to the Board of Education
Westran R-1 School District
210 W. Depot Street
Huntsville MO 65259

(Contract will be null and void if not returned by November 8, 2000)