

## SUPERINTENDENT'S CONTRACT

This Contract is entered this 17th day of January, 2008, between the Board of Education of the Willard R-II School District ("Board" or "District") and Dr. Kent Medlin, ("Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's schools, for a period of the following school years, subject to the provisions of this Contract: School years 200-09 and 2008-10. The term of this Contract shall begin on July 1, 2008 and end on June 30, 2010.

2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall have responsibility 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. As such, he shall be responsible for the selection, direction and assignment of the teachers and other employees in the manner that 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 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. **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. In addition, the Superintendent understands that employment by the Board is contingent upon a satisfactory criminal and child abuse/neglect records report. In accordance with Missouri law, this background check will include a complete fingerprint criminal records check. 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 may become a member of professional and educational organizations at District expense, if approved in advance by the Board. Unless directed otherwise by the Board, the Superintendent may attend and participate in educational programs offered by such organizations, at District expense, within amounts budgeted for such purposes, if such participation is in the best interest of the District.

5. **COMPENSATION.** The Superintendent shall be paid a Base Salary for each School Year of this Contract. The term "School Year" has the meaning attributed to it in Section

160.041.1 RSMo, for purposes of this Contract. The Superintendent's salary shall established or calculated from, an established District salary schedule. The Superintendent's Base Salary shall be divided into equal monthly installments and paid in accordance with the Board's policy governing payroll for professional staff members. The Superintendent shall receive the following Base Salary during the Term of this Contract:

A. School Year 2008-09 Salary – For School Year 2008-09, the Superintendent's Base Salary shall be established by the District's Administrative Salary Schedule.

B. School Year 2009-10 Salary – For School Year 2009-10, the Superintendent's Base Salary shall be established by the District's Administrative Salary Schedule.

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

7. **BENEFITS.** In addition to the compensation and other benefits provided for herein, the Superintendent shall be entitled to the following benefits:

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, but not limited to full family Medical/Health Insurance, Life Insurance (with death benefits of not less than fifteen thousand dollars (\$15,000.00) and any group insurance coverage established during the Term of this Contract.

B. Vacation. The Superintendent shall be entitled to *twenty one (21) days paid* vacation during each school year during the Term of this Contract 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 twenty (20) vacation days. Any accumulated vacation days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the then-applicable per-diem rate.

C. Expense Reimbursement. Subject to approval of the Board, 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 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 Expenses. 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 reimburse the Superintendent for the business use of said vehicle at ~~\$0.35~~ **.40** per mile for extended automobile travel expense when on school business. The Superintendent shall submit appropriate substantiation of all business expenses incurred. To the extent that this allowance is unsubstantiated, it shall be included in the Superintendent's taxable income. Except as provided above, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle. The mileage rate provided under this paragraph may be increased by the Board during each school year covered by this Contract, with such amount to be determined by the Board in its judgment and at its sole discretion, provided however, that it shall not exceed the rate established by the IRS for business mileage at the time the extension or addendum for such school year is executed.

F. 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 monthly transportation allowance of \$250.00. Except as provided in this paragraph, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle. The transportation allowance provided under this paragraph may be increased by the Board of Education during each school year covered by this Contract, 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 OF CONTRACT.** This Contract may be terminated by:

A. Mutual Agreement. The parties may mutually agree, in writing to terminate the Contract at any time.

B. At End of Term. The Board may elect to not offer the Superintendent an extension, renewal or addition to the Contract in which case the Contract shall terminate at the end of its term.

C. Retirement of the Superintendent. The Superintendent may notify the Board, in writing, by January 1 of any School Year, of his intent to retire at the end of that or any succeeding School Year. Once the notice of retirement is given to the Board by the Superintendent, it may not be withdrawn by the Superintendent without agreement of the Board. This Agreement shall terminate on the date of the Superintendent's retirement as provided in his notice to the Board.

D. Disability of the Superintendent. In the event of any illness or disability which renders the Superintendent unable to perform one or more of the essential duties required under the Contract, with 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 specifically entitled, the Board may terminate this Contract following notice and an opportunity for the Superintendent to be heard as required by law.

E. Termination of the Superintendent for Cause. This Contract may be terminated during its Term for cause, which shall be defined as conduct which is seriously prejudicial to the Board or District, including, but not limited to: neglect of duties and responsibilities; poor performance; incompetency; inefficiency; insubordination to the Board in the line of duty; failure to comply with the policies, rules, regulations or directives of the Board; failure to abide by the laws of the State of Missouri; material breach of this Agreement; or, any other good or just cause as defined by Missouri law. Prior to termination, the Superintendent shall be given written notice of the charges and shall be given an opportunity for a hearing before the Board on such charges. 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 a closed executive session of the Board, unless otherwise provided by mutual agreement of the parties or required by law.

F. Death of the Superintendent. This Contract shall terminate upon the death of the Superintendent.

G. Satisfaction of Contract. The Board may, at any time, completely discharge its obligations under this Contract and terminate the Contract and the employment of the Superintendent, by paying to the Superintendent all of the salary to which the Superintendent is entitled (as set forth above in this Contract) for the remainder of the Term of the Contract, subject to deductions required by law.

9. **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.

**10. CONTRACT EXTENSION.** Prior to January 31<sup>st</sup> of the last year of the Term of this Contract, the Board may, upon request of the Superintendent, determine and notify the Superintendent whether it intends to extend this Contract for one or more additional school year(s) after the end of the then-current term. The Superintendent may make such request at any time after the January 1 of the school year. After the Board's determination of the Superintendent's salary for the next school year, the terms of the extension shall be approved and reduced to writing by means of an Addendum to this Contract.

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

**12. 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.

**13. 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: Caroline Probst  
President, Board of Education

Date: 2/21/08

Attest: Sherrill Callahan  
Secretary, Board of Education

Date: 1/25/08

**SUPERINTENDENT**

By: Lee M. [Signature]  
Superintendent, Willard R-II School District

Date: 1-24-08

+ \$10,000 annuity.