

**SUPERINTENDENT'S CONTRACT
OF
EMPLOYMENT**

Hazelwood School District

THIS CONTRACT, is made and entered into the 10th day of April, 2016, by and between the Hazelwood School District (hereinafter the "**DISTRICT**") and Dr. Nettie Collins-Hart (hereinafter "**SUPERINTENDENT**").

WHEREAS, the **DISTRICT** wishes to employ **SUPERINTENDENT** through the 2018-2019 school year; and,

WHEREAS, the parties wish to set the parameters of **SUPERINTENDENT'S** salary, benefits and duties for such term;

NOW THEREFORE, the parties agree as follows:

1. **Contract term.** This contract shall be for the period July 1, 2016 through June 30, 2019. **SUPERINTENDENT** is encouraged, however, to spend time in the **DISTRICT** prior to July 1, 2016 for transition and consultation purposes and will be compensated at a rate of \$903.84/day, plus any and all expenses incurred, for a maximum of ten (10) days.

2. **Duties of Superintendent.** **SUPERINTENDENT** shall perform the duties specified in the Job Description for **SUPERINTENDENT** as adopted by the Board, as it may be amended from time to time during the term of this contract. Such Job Description, as so amended, is hereby incorporated into this contract as referenced as if fully restated herein. **SUPERINTENDENT** shall perform all duties as prescribed by law and as are consistent with Board policy. The responsibility for selection, placement

and transfer of personnel shall be vested in **SUPERINTENDENT**. In the selection of personnel, **SUPERINTENDENT** will consult with the Board before final action is taken on hiring. **SUPERINTENDENT** shall have the authority to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the Hazelwood School District.

SUPERINTENDENT shall abide by and maintain all laws, policies, rules and regulations adopted by the Board for governance of the public schools of the **DISTRICT**.

3. **Compensation.**

i. For the period of July 1, 2016 through June 30, 2017,

SUPERINTENDENT'S base annual salary will be Two Hundred Thirty-Five Thousand Dollars and no/cents (\$235,000.00), to be pro-rated accordingly.

ii. For the period of July 1, 2017 through June 30, 2018,

SUPERINTENDENT'S base annual salary will be determined no later than May 1, 2017, shall be no less than Two Hundred Thirty-Five Thousand Dollars and no/cents (\$235,000.00), and any increase shall be commensurate with the increase given to professional staff for that year.

iii. For the period of July 1, 2018 through June 30, 2019,

SUPERINTENDENT'S base annual salary will be determined no later than May 1, 2018, shall be no less than the salary received for the 2017/2018 school year, and any increase shall be commensurate with the increase given to professional staff for that year.

4. **Additional Benefits.** In addition to her base salary, **SUPERINTENDENT**

shall have, at minimum, the following benefits:

- a. In addition to the compensation called for in Paragraph 3 above, **SUPERINTENDENT** shall be entitled to all of the benefits of employment extended to administrative supervisory personnel including, but not limited to vacation, sick leave, medical, dental, visual and life insurance benefits, and any other benefits extended by the Board to such employees, with the following exceptions: **SUPERINTENDENT** shall be entitled to twenty (20) days vacation per year, ten (10) of which can be cashed out if not used. **SUPERINTENDENT** shall be entitled to thirteen (13) sick days and three (3) personal days per year. Unused personal days will accumulate and be reimbursed in the same manner as unused sick days.
SUPERINTENDENT shall be entitled to term life insurance in the amount of One Hundred Thousand Dollars (\$100,000.00).
- b. During the term of this agreement, **SUPERINTENDENT** will supply her own automobile transportation. She will receive, in addition to the compensation set forth in Paragraph 3 above, Six Hundred Fifty Dollars and no/100 (\$650.00) per month, as reimbursed expenses to compensate **SUPERINTENDENT** for the purchase and maintenance of her own automobile. This sum shall be in addition to those amounts normally reimbursed by the Board for business mileage for travel outside of the District, at the rate established by the IRS for such reimbursement.
- c. **SUPERINTENDENT** shall attend appropriate professional meetings at the local, state, and national level; the actual and necessary expenses

of said attendance to be paid by the Board in accordance with Board policy. The parties understand that **SUPERINTENDENT** shall maintain such attendance and related expenses at a reasonable level.

SUPERINTENDENT shall join such professional associations and local service groups, and other organizations as customary or desirable for the Superintendent of Schools. The annual dues, membership fees, and other reasonable and necessary expenses associated with said associations shall be paid by the **DISTRICT** as a part of the costs of the operation of the **DISTRICT** and shall not be attributable to **SUPERINTENDENT** as additional income.

d. The Board will provide a cell phone, computer and other electronic devices for the **SUPERINTENDENT'S** use, at no cost to the **SUPERINTENDENT**.

e. The Board will make an annual payment of ten thousand and no/100 dollars (\$10,000.00) to a tax deferred account of **SUPERINTENDENT'S** choice as allowed by law and in accordance with the **DISTRICT'S** approved 403b/457 plan. Said sum shall be paid on July 15, 2016 or at such other time as determined by **SUPERINTENDENT**.

5. **Moving Expenses.** The Board shall reimburse **SUPERINTENDENT** up to \$5,000.00 for moving expenses upon receipt of a paid invoice.

6. **Indemnification.** The Board agrees that it shall defend, hold harmless, and indemnify **SUPERINTENDENT** from any and all demands, claims, suits, actions, and legal proceedings brought against **SUPERINTENDENT**, in her individual or official

capacity as agent and employee of the Board, provided the incident arose while **SUPERINTENDENT** was acting within the scope of her employment (excluding criminal litigation), except that, in no case, will individual Board members be considered personally liable for indemnifying **SUPERINTENDENT** against such demands, claims, suits actions, and legal proceedings.

7. **Termination.** This contract may be terminated only under the following circumstances:

- a. by mutual consent of the parties; or
- b. upon the death of **SUPERINTENDENT**; or
- c. upon **SUPERINTENDENT'S** disability for more than ninety consecutive days (including weekends and holidays); or
- d. for cause by the **DISTRICT**. Prior to any such termination for cause the following procedures shall be adhered to by the **DISTRICT**:
 - i. **SUPERINTENDENT** shall receive a written notice of reasons for the proposed termination.
 - ii. No sooner than ten (10) days after receipt of such notice, **SUPERINTENDENT** will be granted a hearing before the Board of Education (unless she shall waive such hearing in writing).
 - iii. The hearing will be closed to the public.
 - iv. After said hearing the **DISTRICT** will notify **SUPERINTENDENT** in writing of its decision.

v. **SUPERINTENDENT'S** pay and benefits shall continue until she is notified of the Board's decision to terminate her contract or to the end of the school year whichever is sooner.

IN WITNESS WHEREOF, the parties have signed this contract the day and date first above written.

HAZELWOOD SCHOOL DISTRICT

by: Desiree Shultz
Board President

SUPERINTENDENT

Dr. Nettie Collins-Hart
Dr. Nettie Collins-Hart

Attest: Kathy M. Hamm-Mullen
Secretary