

## **SUPERINTENDENT'S CONTRACT**

This Contract is entered into on the date of full execution, as indicated by the signatures below, between the Board of Education for the NORTHWEST R-I SCHOOL DISTRICT ("Board" or "District") and Dr. Jennifer Hecktor ("Superintendent").

1. **TERM.** In return for the consideration set forth herein, the District agrees to employ Superintendent, and Superintendent agrees to accept employment as Superintendent of the District's schools, for the period from July 1, 2025, through June 30, 2028, subject to the provisions of this Contract.

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. Accordingly, the Superintendent shall be responsible (a) for making recommendations regarding the selection, and for the direction and assignment, of the teachers and other employees in the District in the manner that most efficiently and effectively accomplishes the educational mission of the District, and (b) 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 all duties and supervise the employees and students of the District in a manner that is consistent, and in full compliance, with such laws and regulations, as they currently exist or may hereafter be modified.

The Superintendent shall administer, enforce, and comply with the policies, rules, regulations, and procedures of the District, as they currently exist or may hereafter be modified. The Superintendent shall recommend additions, deletions, or other modifications to such policies, rules, regulation, and procedures, as may be appropriate, necessary, or required by law. The Superintendent shall also perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board.

3. **CERTIFICATION.** The Superintendent agrees to obtain prior to the first day of service hereunder, and to maintain at all times during the term of this Contract, a valid certificate to serve as a Superintendent in the public schools of the State of Missouri. Failure to timely obtain and/or maintain certification at any time during the term of the Contract shall be cause for immediate dismissal. The Superintendent acknowledges that employment by the Board is contingent upon a completed criminal background check and a completed child abuse/neglect report, all of which must be satisfactory to the Board, in its judgment and at its sole discretion. In the event this Contract constitutes the Superintendent's initial employment as Superintendent for the 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 of Education, the criminal background check shall include an FBI fingerprint check, in accordance with Missouri law. A report, which in the judgment of the Board is unsatisfactory, shall render this Contract null and void and shall constitute cause for immediate 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 MASA/AASA and other professional, educational, and civic 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 approved organizations, at District expense, within amounts budgeted for such purposes, if such participation is in the best interest of the District, and provided the Superintendent submits to the Board documentation satisfactory to the Board for expenses incurred. The costs of such memberships and meetings shall not exceed Six Thousand and 00/100 Dollars (\$6,000.00) annually.

**5. RESIDENCE WITHIN THE DISTRICT.** As a condition of initial and continuing employment, the Superintendent agrees that – no later than the first day of the 2023-2024 school year – the Superintendent will establish the Superintendent’s residence and one, true, fixed, and permanent home (“Legal Domicile”) within District boundaries. Except as provided to the contrary in this paragraph, the Superintendent shall continue to reside and be domiciled within the District, at all times, during the term of this Contract. If the Board of Education determines that the Superintendent has failed to establish Superintendent’s residence and Legal Domicile as required herein, or ceases to be a resident of and legally domiciled within the District after establishing the requisite initial residency and Legal Domicile, this Contract shall become null and void as of the date such failure to comply with the requirements of this paragraph. The requirements set forth in this paragraph shall remain in effect unless or until the Board of Education, by majority vote of the whole Board, authorizes the Superintendent to reside and be legally domiciled outside the District.

**6. COMPENSATION.** Salary shall be paid in equal installments, subject to all deductions required by law or otherwise authorized by agreement of the Superintendent and the Board, in accordance with the law and District policy and regulation.

- (a) The Superintendent’s salary for the 2025-2026 school year shall be a minimum of One Hundred Ninety Seven Thousand Six Hundred Thirty Six Dollars and 40/100 Dollars (\$197,636.40) not less than zero percent (0%) and not more than five percent (5%) of Superintendent’s salary for the 2024-2025 school year, with the exact amount to be determined by the Board of Education, in its judgment and at its sole discretion, based upon the Superintendent’s performance evaluations, the District’s financial condition, and the percentage of increase provided to the teachers for the 2025-2026 school year.
- (b) The Superintendent’s salary for the 2026-2027 school year shall be increased by not less than zero percent (0%) and not more than five percent (5%) of Superintendent’s salary for the 2025-2026 school year, with the exact amount to be determined by the Board of Education, in its judgment and at its sole discretion, based upon the Superintendent’s performance evaluations, the District’s financial condition, and the percentage of increase provided to the teachers for the 2026-2027 school year.
- (c) The Superintendent’s salary for the 2027-2028 school year shall be increased by not less than zero percent (0%) and not more than five percent (5%) of Superintendent’s salary for the 2026-2027 school year, with the exact amount to be determined by the Board of Education, in its judgment and at its sole discretion, based upon the Superintendent’s performance evaluations, the District’s financial condition, and the percentage of increase provided to the teachers for the 2027-2028 school year.

7. **EVALUATION.** The Board shall devote a portion, or all, of one meeting, at least annually, to a discussion of the working relationship between the Superintendent and the Board, and concerning the Superintendent's performance. The Board shall determine the appropriate method for evaluation of the Superintendent's performance. The Superintendent will receive a written evaluation from the Board at least once annually. In addition, the Superintendent shall have the right to make a written response to the evaluation and have the right to meet with the Board to discuss the evaluation. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.

8. **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 professional employees in accordance with the District's plans for such insurance benefits, including but not limited to health, vision, and dental, to the extent that such coverage is available through the District, and shall further be entitled to improvements in fringe benefits provided to other professional employees of the District.
- (b) **VACATION AND OTHER LEAVE.** The Superintendent shall be entitled to fifteen (15) days paid vacation during each school year of this Contract, exclusive of weekends and legal holidays, as established in the annual school calendar for each year of this Contract. The Superintendent shall also be entitled to fifteen (15) days of annual leave each year. Accrual and use of vacation, holidays, and annual leave shall be in accordance with Board policies, rules, and regulations for professional employees.
- (c) **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 claim arose while the Superintendent was acting within the course and scope of the Superintendent's duties and employment, was acting in a manner that was consistent with the best interests of the District, and such actions were not willful or malicious, and excluding criminal proceedings. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
- (d) **TRANSPORTATION EXPENSE.** As a condition of employment, the Superintendent is required to have a personally owned vehicle for business purposes. The Superintendent shall be required to use the vehicle to travel between campuses and make other business-related trips, including, but not limited to, meetings with District representatives, attorneys, auditors, parents, and constituents, and therefore, will incur certain expenses of a business nature for the use of said vehicle. Therefore, in lieu of a District-provided vehicle, the Superintendent will be compensation for transportation expenses in the amount of Five Hundred and 00/100 Dollars (\$500.00) per month for travel and use of the Superintendent's personal vehicle. 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 otherwise explicitly provided in this Contract, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle.

- (e) **EXPENSE REIMBURSEMENT.** Subject to Board approval, the Superintendent shall be reimbursed for other reasonable and necessary expenses that are incurred in the performance of the Superintendent's duties and that are not otherwise subject to allowance or reimbursement under this Contract. The Superintendent shall submit documentation satisfactory to the Board for all business expenses reimbursed, except as may be explicitly provided to the contrary in this Contract.
- (f) **MOVING EXPENSES.** The Board of Education will reimburse the Superintendent for reasonable moving expenses, subject to approval of the Board, provided that the Superintendent shall submit to the Board three (3) proposals from qualified movers for its review and prior approval.

**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. TERMINATION - DISABILITY.** In the event of an illness or disability that renders the Superintendent unable to perform, with or without reasonable accommodation, one or more of the essential duties required under this Contract, the Board may terminate this Contract after the Superintendent has exhausted (a) any period of leave required by law and (b) all regular sick leave days or other regular leave days to which the Superintendent is specifically entitled; provided that the Board shall first serve the Superintendent with notice and an opportunity to be heard as may be required by law.

**11. 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: (a) neglect of duties and responsibilities; (b) poor performance, incompetence, or inefficiency in the line of duty; (c) failure to comply with policies and/or rules and regulations of the Board; (d) failure to comply with directives of the Board; (e) failure to abide by the laws of the State of Missouri; (f) immoral conduct; (g) material breach of this Contract; or (h) any other good cause as defined by Missouri law. Prior to discharge under this paragraph, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board as required by law; provided, however, that the hearing, if requested, shall not be conducted earlier than thirty (30) calendar days from the date on which the notice of charges is delivered to the Superintendent. The Superintendent may be represented by legal counsel at and in connection with the hearing, at the Superintendent's own cost. The hearing shall be conducted in closed, executive session unless otherwise provided by mutual agreement of the parties or if otherwise required by law.

**12. TERMINATION - MUTUAL AGREEMENT.** This Contract may be terminated by mutual agreement of the parties at any time.

**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 the Board's own initiative or at the request of the Superintendent, determine and notify the Superintendent whether the Board intends to extend this Contract for an additional school year after the end of the then-current term. The Superintendent may make a request at any time after January 1 of the then-current 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 a new contract incorporating such extension and all other applicable terms.

**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, such determination shall not affect or invalidate the remainder of the Contract.

**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. No salary increase or contract extension shall be effective or enforceable unless approved by a majority of the whole Board and reduced to writing in the form of a new contract. Such contract must bear the original signatures of the parties. The use of signature stamps or other facsimiles of a party's signature to the original document is prohibited.

**BY ORDER OF THE BOARD OF EDUCATION,** the Board President and Secretary have affixed their original signatures below to confirm that the District, by majority vote of the whole Board of Education, has approved this Contract; and by affixing the Superintendent's original signature below, the Superintendent has accepted this Contract.

**NORTHWEST R-I SCHOOL DISTRICT**

By:  3/13/25  
President, Board of Education Date

Attest:  3/13/2025  
Secretary, Board of Education Date

**SUPERINTENDENT**  
 3/14/2025  
Date