

**Contract of Employment  
Between  
Mason-Lake-Oceana ISD  
And  
Randall Howes**

This Contract of Employment constitutes an agreement by and between the Mason-Lake-Oceana ISD, subsequently referred to as "the Employer" and Randall Howes, subsequently referred to as "the Employee". The terms of the Contract are provided below.

**1. Contract Period**

The Employee is employed for a period not to exceed 65 work days beginning July 1, 2012 through December 31, 2012.

**2. Duties**

The Employee agrees to serve the Employer and to faithfully perform the duties as Interim Superintendent.

**3. Compensation**

The Employer agrees to pay the Employee for his services during this contract Five Hundred and 00/100 Dollars (\$500.00) per work day. This daily rate includes in-district travel and cell phone. It is agreed that Employee shall be reimbursed for all reasonable and necessary expenses (other than in-district travel and cell phone) and dues incurred for and on behalf of the Employer, including, but not limited to, attendance at appropriate educational and professional meetings at the local, state and national level.

Any adjustment of salary which is made during the duration of this contract shall be in form of an amendment and shall become part of this contract, but it shall not be considered that the Employer has entered into a new contract with the Employee or that the termination date has been extended. However, this shall not preclude the Employer and the Employee from mutually agreeing to an extension of the existing contract.

**4. Breach**

In the event of a breach on the part of either party to this contract, nothing contained in this contract shall be construed to render the obligations of either party null and void.

**5. Contract Termination**

During the length of this contract, the Employee shall not be subject to discharge for a reason which is arbitrary or capricious. However, the Employee may be discharged, for example, at any time for an act of moral turpitude, misconduct or if the Employee violates any of the terms, promises or covenants of this contract.

Employee may, for good cause shown, terminate his services under this contract by providing the Employer with thirty (30) days advance written notice.

**6. Entire Agreement**

This instrument contains the entire agreement of the parties relating to the subject matter of employment by the Employer. Its terms may not be waived, changed, modified, extended or discharged except by written agreement executed by the parties.

**Mason-Lake-Oceana ISD**

Dated: 6/29, 2012

By: Carleen Beck

Its: President

Dated: 6/28, 2012

Randall Howes  
**Randall Howes**