

SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the board of education of Adair County R-I School District of Adair County, State of Missouri (hereinafter called the "Board") and **William Lake** (hereinafter called the "Superintendent") that the said board, in accordance with its action as found in the minutes of the meeting held on the 20th day of February, 2008, has and does hereby employ the said William Lake as superintendent of schools for the 2008-2009, 2009-2010, and 2010-2011 school years commencing July 1, 2008. Both parties agree that said employee shall perform the duties of superintendent of schools in and for the state of Missouri and by the rules and regulations made thereunder by the board of education of said district.

WITNESSETH

1. That, in consideration of an annual salary of **seventy-six thousand six-hundred fifty dollars (\$76,650)** for the 2008-2009 school year, **seventy-eight thousand four-hundred thirteen dollars (\$78,413)** for the 2009-2010 school year and **eighty thousand two-hundred sixteen dollars (\$80,216)** for the 2010-2011 school year. The Superintendent agrees to perform faithfully the duties and obligations of superintendent of schools required by the laws of the state of Missouri, and the rules, regulations, and policies of the board of education which are existing or which may hereinafter be created by the Adair County R-I Board of Education and to serve as executive officer of the board of education. The annual salary shall be paid in equal installments in accordance with the policy of the board governing payment of other professional staff members in the district.
2. The superintendent agrees to devote his full time, skill, labor, and attention to his employment during the term of this contract, and will not engage in any pursuit which interferes with the proper discharge of his duties.
3. The board shall pay the superintendent the sum of **thirty cents (.30) per mile for automobile expenses occurring outside the district**. The superintendent shall be reimbursed by the board for meals, lodging and other necessary expenses incurred in the performance of duties.
4. That the superintendent shall receive personal health insurance coverage and any other personal benefits accorded to other professional employees of the district. Any improvements in fringe benefits to other professional employees will automatically apply to the superintendent. **Life insurance is provided at three (3) times the yearly salary.**
5. **The board agrees to reimburse the superintendent for the employee share of the Public School Retirement System in addition to paying their share.**
6. That the superintendent shall join the state professional organizations related to the superintendency and those required by the board. In addition, the superintendent shall attend appropriate professional meetings at the local and state level. The board shall pay the cost of such meetings in an amount not to exceed \$.30 cents a mile and the cost of room and board.

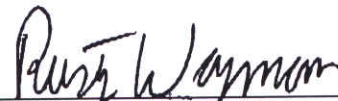
***MASA and local dues will be paid by the school board.**

7. That the superintendent shall receive **fifteen (15) days vacation annually**, exclusive of legal holidays. Vacation shall be taken within twelve months of the year in which it is earned and shall not be cumulative. Earned sick leave shall be cumulative, as provided by board policy.
8. That 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, 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.
9. 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.
10. That throughout the term of this contract, the superintendent shall be subject to discharge for just cause, provided, however, that the board does not arbitrarily or capriciously call for his dismissal, and provided that following the board's decision to discharge, the superintendent shall have the right to service of written charges, notice of hearing, and an opportunity to provide the board with reasons why his employment should not be terminated.
11. That should the superintendent be unable to perform any or all of his duties by reason of illness, accident, or other causes beyond his control, **and said disability exists for a period of more than (80) consecutive days during any school year, the board of education may, at its discretion, make a proportionate deduction from the salary stipulated and if such disability continues for more than (90) consecutive days or if said disability is permanent, irreparable or of such a nature as to make the performance of his duties impossible, the board may, at its option, terminate this contract, whereupon the respective duties, rights and obligations hereof shall terminate.**
12. **That the board of education shall devote a portion of 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. This provision, however, does not limit the board's right to evaluate the superintendent's performance on an on-going basis.**
13. Renewal of the superintendent's contract shall be considered and a decision made to offer, or not to offer, **an additional contract at the board of education's regular meeting in January 2009.** The board of education may contract with the superintendent for an additional year(s) under terms agreeable to both parties.

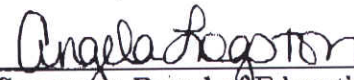
Dated this 18 day of APRIL 2008.



Superintendent



President, Board of Education



Secretary, Board of Education