

## **CONTRACT TO SERVE AS SUPERINTENDENT OF BRECKENRIDGE R-I SCHOOL DISTRICT**

This Agreement is entered this 21st day of February, 2007 between Board of Education of the Breckenridge R-I School District ("Board" or "District") and John A. Dunham, Jr ("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 two years, from July 1, 2007 through June 30, 2009, subject to the provisions of this Agreement.
2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall at all times during the term of this Agreement possess a valid certificate as a superintendent of schools in the state of Missouri. The Superintendent shall have responsibility for the administration of the schools of the District under the direction of the Board, and shall act as chief executive officer of the District. As such, he or she shall be directly responsible for the selection, direction and assignment of the administrative staff, teachers and other employees in the manner which 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 or her 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. The Superintendent shall set the hours of operation of the central office and shall not be required on-site when school is not in session due to inclement weather.
3. **PROFESSIONAL DEVELOPMENT.** The Superintendent may join national, state, and local professional organizations and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of such other organizations as he or she may deem appropriate at District expense if approved by the Board. **The membership dues amount shall not exceed \$500.** Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within amounts budgeted for such purposes if, in his or her discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include such amounts.
4. **MEDICAL EVALUATION.** The Superintendent does hereby agree to undergo a **comprehensive medical evaluation on an annual basis.** A statement of physical competency of the Superintendent shall be filed with the Secretary of the Board and treated as confidential information by the Board. **The cost of said evaluation shall be paid by the Board.**
5. **COMPENSATION.** The salary payable to the Superintendent under this Agreement for the 2007-2008 school year shall be Sixty Five Thousand Dollars (**\$65,000**) payable on a monthly basis and subject to all deductions required by law. The salary for the 2008-2009 school year shall be an amount not less than the salary established for the prior year, plus an additional amount determined by multiplying such prior year's salary by the percentage equal to the average salary increase, if any, applicable to certificated teachers employed in non-administrative positions in the District for such school year as

determined by the salary schedule established for such year by the Board prior to July 1 of that year, and if no such schedule is established at that time, then THREE PERCENT (3%) of the prior year's salary or an amount higher than THREE PERCENT (3%) of the prior year's salary at the Board's discretion.

6. **EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his or her performance under the applicable guidelines for performance based evaluation standards in M.C.E. Form 1723, or under another evaluation method agreed upon by the Superintendent and the Board.
7. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:
  - 1) **VACATION.** The Superintendent shall be entitled to fourteen (14) days paid vacation during each year of this Agreement, 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 days. Any accumulated vacation days remaining upon termination of Superintendent's employment shall be paid to the Superintendent at the per diem rate of 1/250 multiplied by the annual salary then payable to the Superintendent.
  - 2) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his or her duties.
  - 3) **HEALTH INSURANCE.** The Superintendent waives District paid health insurance.
  - 4) **LIFE INSURANCE.** The District will insure the Superintendent's life annually for an amount of at least three (3) times the value of this contract.
  - 5) **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his employment with the District based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
  - 6) **TRANSPORTATION EXPENSE.** 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 vehicles. Therefore, the Board will reimburse the Superintendent the annual sum of \$8000, payable monthly, for the use of said vehicle. The Superintendent shall bear all costs associated with the purchase, upkeep and maintenance of the vehicle.
8. **TERMINATION – DISABILITY.** In the event of any illness or disability which renders the Superintendent unable to perform the essential duties required under this Agreement 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 entitled, which period of leave shall be paid, and an additional period of paid leave if necessary so that the total period of paid leave terminates effective with the payment of benefits under any policy of disability insurance provided under this Agreement, or six months from the date that such illness or disability caused the Superintendent to become unable to perform duties under this Agreement, whichever period is shorter, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

9. **TERMINATION – FOR CAUSE.** This contract may be terminated, following written notice and an opportunity for a hearing, for cause, including failure to comply with the terms of this contract or any cause for which the contract of a tenured teacher may be terminated. Except in the case of alleged immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected, at least sixty days before charges are filed, and an opportunity to address and/or correct the problem areas identified in the written notice. Following termination of this contract by the Board of Education, no further salary shall be payable. The Superintendent shall be placed on paid administrative leave pending the decision of the Board. The hearing shall be conducted as otherwise required by law. The Superintendent retains the right to pursue any and all remedies available, including legal remedies, should the Board pursue termination of this Agreement.
10. **SATISFACTION OF CONTRACT.** The Board of Education may completely discharge its obligations under this Agreement at any time by paying to the Superintendent all of the contracted salary and the current value of all accrued benefits to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.
11. **RETIREMENT.** The Superintendent may, by giving a minimum of ninety days written notice to the Board prior to the end of any school year, retire effective upon the completion of such school year during the term of this Agreement and terminate this Agreement effective upon such date. Nothing herein shall preclude the parties from agreeing to a lesser period of notice when necessitated by extenuating circumstances. In order to exercise this option, the Superintendent must be eligible to receive benefits under the Public School Retirement System.
12. **CONTRACT EXTENSION.** By February 1 of each year that this Agreement remains in effect, the District shall notify the Superintendent whether it intends to extend this Agreement for an additional school year, under the same terms and conditions, subject to modification of the salary for such additional year. The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties. Failure on the part of the Board to provide notice to the Superintendent by the February 1 deadline shall constitute an extension of the employment period for one additional year subject to the same terms, conditions and benefits of employment as provided herein for the final contracted year.
13. **SEVERABILITY.** If it is determined at any time that any provision of this Agreement is illegal or unenforceable, the remaining terms shall not be affected.
14. **BOARD AUTHORIZATION AND SIGNATURES.**

**BY ORDER OF THE BOARD OF EDUCATION.** the District has approved this contract by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below,

BRECKENRIDGE R-I SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of Education date

Attest: \_\_\_\_\_  
Secretary, Board of Education date

SUPERINTENDENT

\_\_\_\_\_  
date

Addendum to Superintendent's Contract

By majority vote, the Breckenridge R-I Board of Education, voted to extend the length of this contract through June 30, 2010. Salary considerations per this addendum are to be finalized annually for the length of this contract and through Board of Education approval no later than June 30 through the normal and legal budget process.

BRECKENRIDGE R-I SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of Education date

Attest: \_\_\_\_\_  
Secretary, Board of Education date

SUPERINTENDENT

\_\_\_\_\_  
date

Addendum to Superintendent's Contract

The salary, as described in Item 5 of the contract, for the 2008-2009 school year shall be \$67,000.

BRECKENRIDGE R-I SCHOOL DISTRICT

By: \_\_\_\_\_  
President, Board of Education date

Attest: \_\_\_\_\_  
Secretary, Board of Education date

SUPERINTENDENT

\_\_\_\_\_  
date