

## CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS BROOKFIELD R-III SCHOOL DISTRICT

This Agreement is entered into this 14th day of July, 2008, between the Board of Education of the **BROOKFIELD R-III SCHOOL DISTRICT** ("Board" or "District") and **PAUL M. BARGER** ("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 three (3) years, from **July 1, 2008, through June 30, 2011**, subject to the provisions of this Agreement. The term of this contract may, at the end of any contract year, be extended if agreeable to both parties, but at no time shall the remainder of the contract together with any extension exceed three (3) years. By February 1 of each year that this Agreement remains in effect, the District shall notify the Superintendent of whether it intends to extend this Agreement for an additional school year, under the same terms and conditions subject to modifications of the salary for such additional year.

2. **SUPERINTENDENT'S DUTIES:** The Superintendent shall at all times during the term of this Agreement possess a valid certificate enabling him to serve 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 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 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.

3. **PROFESSIONAL DEVELOPMENT:** The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, and the American Association of School Administrators, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of such other organizations as he may deem appropriate at District expense if approved by the Board. Unless otherwise directed by the Board, the Superintendent may participate in any other educational program at District expense within amounts budgeted for such purposes if, in his discretion, such participation is in the best interests of the District. The annual budget submitted by the Superintendent shall include amounts necessary for purposes of this paragraph.

4. **COMPENSATION:** The salary payable to the Superintendent under this Agreement for the **2008-2009** school year shall be **ONE HUNDRED THOUSAND FIVE HUNDRED NINETY SIX AND 00/100 DOLLARS (\$100,596)**. The salary payable to the Superintendent under this Agreement for the **2009-2010** school year shall be the salary amount for the **2008-2009** school year, plus the

difference between the amount of cell 15 on the District's salary schedule for the 2008-2009 school year and the amount of cell 16 of the District's salary schedule for the 2009-2010 school year multiplied by a factor of 1.9. The salary payable to the Superintendent under this Agreement for the 2010-2011 school year shall be the salary amount for the 2009-2010 school year, plus the difference between the amount of cell 15 on the District's salary schedule for the 2009-2010 school year and the amount of cell 16 on the District's salary schedule for the 2010-2011 school year multiplied by a factor of 1.9. Salary shall be payable in equal installments on a monthly basis and subject to all deductions required by law. If the District's salary schedule is modified or eliminated, then the salary amount for each year that this Agreement remains in effect will be determined by a method agreed upon by the Superintendent and the Board.

5. **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 performance under the applicable guidelines for performance-based evaluation available through the Department of Elementary and Secondary education, or under another evaluation method agreed upon by the Superintendent and the Board.

6. **BENEFITS:** The Superintendent shall be entitled to all of the benefits applicable to Principals/Administrators, and in addition shall be entitled to the following benefits:

(1) **VACATION:** The Superintendent shall be entitled to fifteen (15) days paid vacation during each year of this Agreement, exclusive of legal and school holidays, and shall be entitled to twelve (12) days sick leave annually. Vacation shall be allowed to accumulate to a maximum of twenty-five (25) days. Earned sick leave shall be cumulative as provided by Board policy for certified employees.

(2) **EXPENSE REIMBURSEMENT:** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses actually incurred in the performance of his duties. The Superintendent will be reimbursed for mileage expenses at the rate normally paid by the District.

(3) **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 cannot provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

(4) **RETIREMENT CONTRIBUTIONS:** The District shall pay in full both the district's portion and the Superintendent's portion of Missouri Public School Retirement.

7. **TERMINATION - DISABILITY:** In the event of any illness or disability that 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 leaves 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.

**8. 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 to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law. 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 permanent 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 (60) days before charges are filed, and an opportunity to address the problem areas identified in the written notice. Following termination of this contract for cause by the Board of Education, no further salary shall be payable. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.


**9. SEVERABILITY:** If it is determined at any time that any provision of this contract is illegal or unenforceable, the remaining terms shall not be affected.

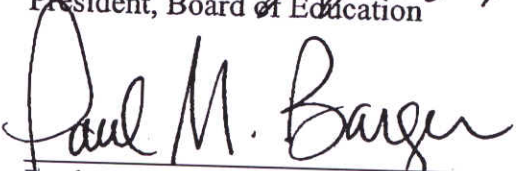
**10. BOARD AUTHORIZATION AND SIGNATURES:**

**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.


**BROOKFIELD R-III SCHOOL DISTRICT**

Date: 07-14-08

By:   
President, Board of Education

  
Paul M. Barger, SUPERINTENDENT

Date: 07-14-08

Attest:   
Secretary

### INCENTIVES ADDENDUM

The Brookfield R-III School District (the "School District") shall make incentive payments to the Superintendent in addition to his base salary provided that the School District, under the Superintendent's leadership and direction, achieves the specific objectives and indicators as set forth in this Incentives Addendum. The Incentives Addendum is based on School District performance objectives/indicators.

The Superintendent shall be responsible for demonstrating to the Board that a specific objective/indicator has been met. The Superintendent shall provide, at the December board meeting, evidence to the Board that a performance objective/indicator has or has not been met. Based on that report, an incentive payment will be made to the Superintendent following the December Board of Education meeting. The Board will consider the performance objectives/indicators during the Superintendent's annual review. No incentive payment will be made as to any objective or indicator not proven.

The Superintendent will be eligible for performance incentive payments in December 2007 and December 2008. If the Board of Education decides to terminate this agreement following December 2008, the \$5,100.00 would revert to the Superintendent's base salary upon issuance of the next contract or contract extension.

### **OBJECTIVES AND INDICATORS TO BE ACHIEVED IN EACH YEAR OF EMPLOYMENT**

1. The Brookfield R-III School District will maintain the existing accreditation as determined by the State Department of Education- the incentive for meeting this indicator will be \$1000.00
  - The Brookfield R-III School district is Accredited with Distinction as determined by the State Department of Education using the Annual Performance Report- the incentive for meeting this indicator will be \$500.00.
2. An incentive payment will be made if the Missouri Department of Elementary and Secondary Education determines the standard for MAP has been met as reported by the Annual Performance Report; the incentive for meeting this indicator is:
  - a. Elementary (Grades 3-5)- \$250.00
  - b. Middle School (Grades 6-8)- \$250.00
  - c. High School (Grades 9-11)- \$250.00
3. An incentive payment will be made if the Missouri Department of Elementary and Secondary Education determines the standard for Reading has been met as reported by the Annual Performance Report. The incentive for meeting this indicator is:
  - a. Grade 3 Reading- \$125.00
  - b. Grade 7 Reading- \$125.00

4. An incentive payment will be made if the Missouri Department of Elementary and Secondary Education determines the standard for Vocational Courses and Vocational Placement has been met, as reported by the Annual Performance Report. The incentive for meeting this indicator is:
  - a. Vocational Courses- \$125.00
  - b. Vocational Placement- \$125.00
5. An incentive payment will be made if the School District maintains or increases the previous year ending balances in Fund One (operations) as evidenced by the Annual Secretary of the Board Report. (If the board chooses to deficit spend, the Superintendent, in regard to the approved deficit amount, must provide support documentation and the balances must be within that amount in order to receive the incentive payment). The incentive for meeting this indicator is \$1,000.00.
  - a. If the School District demonstrates a 10% balance as evidenced by the Annual Secretary of the Board Report the incentive for meeting this indicator is \$150.00
  - b. If the School District demonstrates a 12% balance as evidenced by the Annual Secretary of the Board Report the incentive for meeting this indicator is \$200.00
  - c. If the School District demonstrates a 14% balance as evidenced by the Annual Secretary of the Board Report the incentive for meeting this indicator is \$250.00
6. Program Evaluation- To receive this incentive, the Superintendent shall complete a Comprehensive School Improvement Plan (CSIP) by December 2004 for board approval. The plan must follow the requirements established by the Missouri Department of Elementary and Secondary Education and meet MSIP requirements. If this objective is achieved the Superintendent will receive a one time incentive of \$1000.00.
  - If the CSIP is completed and approved by the board, the Superintendent will be eligible, in December 2007 and December 2008 for an incentive payment with the implementation of the plan. The Superintendent must receive all evaluation reports from the programs scheduled for evaluation for each year covered by this contract, take action to ensure the programs are meeting their goals, and report the progress of the evaluation to the Board on a monthly basis. If this objective is achieved, the Superintendent will receive an incentive payment up to \$1000.00.