

SUPERINTENDENT'S CONTRACT

This contract is entered this 25th day of February, 2008, between the Board of Education of the Cape Girardeau School District No. 63 ("Board" or "District") and Dr. James Welker ("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 the following school years, subject to the provisions of this contract: **July 1, 2008 to June 30, 2011;**

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. As such, he shall be responsible for the selection, direction and assignment of the 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. **CERTIFICATION.** The Superintendent shall at all times during the term of this contract possess a valid certificate enabling him to serve as a superintendent of schools in the state of Missouri. The Superintendent will maintain such certification while he serves as Superintendent of Schools. In addition, the Superintendent understands that employment by the Board is contingent upon a satisfactory criminal and child abuse/neglect records report. A report which in the judgment of the Board is unsatisfactory shall constitute good cause for termination of this contract. The Superintendent shall also immediately notify the Board of any loss of certification, 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 the regional, state and national superintendent's associations at District expense. If selected to present at any such meeting, the Superintendent may attend and participate in educational programs offered at such meeting, at District expense, within amounts budgeted for such purposes, if such participation is in the best interest of the District. The Superintendent shall also have available to him a budgeted amount of **Three Thousand Dollars (\$3,000.00) per school year** for additional professional development that is in the best interest of the District. The Superintendent shall provide to the District documentation or receipts for any and all expenditures for which he is seeking reimbursement under this provision.

5. COMMUNITY RELATIONS. The Superintendent shall have available to him a budgeted amount of Three Thousand Dollars (\$3,000.00) per school year for community relations, and travel and expenditures related to such. The Superintendent shall provide to the District documentation or receipts for any and all expenditures for which he is seeking reimbursement under this provision.

6. COMPENSATION.

(A) The base salary payable to the Superintendent under this contract for the school year beginning July 1, 2008 shall be One Hundred Thirty-Five Thousand Dollars (\$135,000.00) per year, payable on a monthly basis and subject to all legally required and permissible deductions and withholdings.

(B) The base salary payable to the Superintendent under this contract for the school year beginning July 1, 2009 shall be between 102% and 105% of the above base salary set forth in subparagraph A, with the determination of the amount between the above range to be at the sole discretion of the Board based upon the annual evaluation of the Superintendent, payable on a monthly basis and subject to all legally required and permissible deductions and withholdings.

(C) The base salary payable to the Superintendent under this contract for the school year beginning July 1, 2010 shall be between 102% and 105% of the above base salary set forth in subparagraph B, with the determination of the amount between the above range to be at the sole discretion of the Board based upon the annual evaluation of the Superintendent, payable on a monthly basis and subject to all legally required and permissible deductions and withholdings.

7. EVALUATION. The Board shall devote a portion, or all, of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his performance. The Board shall determine the appropriate method for evaluation of the Superintendent's performance. 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 all benefits available to all other certified employees of the District.

9. INSURANCE BENEFITS. The Superintendent shall be entitled to all of the insurance benefits applicable to certified employees in accordance with the District's plans for such insurance benefits, including the following:

(A) Medical insurance for the Superintendent at the expense of the District;

(B) Dental insurance for the Superintendent at the expense of the District;

(C) Optional vision insurance at the Superintendent's expense; and

(D) Optional life insurance at the Superintendent's expense;

The Superintendent understands and agrees that the above insurance benefits are subject to change in accordance with changes in the insurance benefits that may be available to certified employees of the District during the term of the Agreement.

10. VACATION. The Superintendent shall be entitled to two (2) weeks' vacation during each school year of this contract exclusive of school and legal holidays. To the extent possible, vacation shall be taken during the summer months. Vacation days shall not be cumulative to the extent that unused vacation days earned during a given year may not be carried over for use during the next year. Any accumulated vacation days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the annual salary then payable to the Superintendent except as provided otherwise herein.

11. 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 incident arose while the Superintendent was acting within the course and scope of the Superintendent's employment. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

12. 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 vehicle. Therefore, the District will reimburse the Superintendent for the business use of said vehicle at published Internal Revenue Service allowable rate for automobile travel expense when on school business. 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 provided above, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle.

13. TERMINATION - DISABILITY. In the event of any illness or disability which renders the Superintendent unable to perform one or more of the essential duties required under this contract 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 specifically entitled, the Board may terminate this contract following notice and an opportunity for the Superintendent to be heard as required by law.

14. 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: (i) neglect of duties and responsibilities; (ii) poor performance, incompetency, or inefficiency in the line of duty; (iii) failure to comply with policies and/or rules and regulations of the Board; (iv) failure to

comply with directives of the Board; (v) failure to abide by the laws of the State of Missouri; (vi) immoral conduct; or (vii) material breach of this contract. Prior to discharge, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board as required by law. If the Superintendent chooses to be represented by legal counsel at such hearing, he shall bear any costs attendant to such representation. Such hearing shall be conducted in closed, executive session unless otherwise provided by mutual agreement of the parties or otherwise required by law.

15. TERMINATION - MUTUAL AGREEMENT. This contract may be terminated by mutual agreement of the parties at any time.

16. 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.

17. SATISFACTION OF CONTRACT. The Board may, at its option, completely discharge its obligations under this contract at any time by unilaterally terminating this Contract with thirty (30) days' notice to Superintendent. In the event of such termination during the first or second years of this contract, District shall pay to Superintendent an amount equal to the base salary Superintendent would have earned under this Contract for a period of one year from the date of the notice of termination, without compensation for any other benefits, including accrued vacation. In the event of such termination during the third year of this contract, District shall pay to Superintendent an amount equal to the base salary Superintendent would have earned under this Contract during the balance of the third year from the date of the notice of termination, without compensation for any other benefits, including accrued vacation.

18. CONTRACT EXTENSION. Prior to the end of each school year that this contract remains in effect, the Board may, upon request of the Superintendent, determine and notify the Superintendent whether it intends to extend this contract for an additional school year after the end of the then-current term. The Superintendent may make such request at any time after January 1 of the 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 an Addendum to this contract. Unless extended, all obligations of the District shall terminate upon the expiration of the Contract, or any extension thereof.

19. 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.

20. GOVERNING LAW. This contract is governed by the laws of the State of Missouri.

BY ORDER OF THE BOARD OF EDUCATION, the Board President and Secretary have affixed their signatures below to confirm that the District, by majority vote of the Board of

Education, has approved this contract; and by affixing his signature below, the Superintendent has accepted this contract.

SCHOOL DISTRICT

By:

Steve N. Southworth 2/25/08
President, Board of Education Date

Attest:

Louerne A. Smith 2/25/08
Secretary, Board of Education Date

SUPERINTENDENT

James L. Welton 2-21-08
Date