

EMPLOYMENT CONTRACT

This Employment Contract is made and entered into this 20th day of May, 2008, by and between Doniphan R-I School District and Kevin Sandlin. In consideration of the promises and undertakings set forth below, the School District and the Superintendent agree that this Employment Contract shall consist of the following terms:

1. Term of Employment

(a) The Superintendent's initial term of employment shall be for a period of 24 months commencing on July 1, 2008, and terminating on July 1, 2010, unless further extended or sooner terminated as provided below.

(b) Any extension of the term of the Superintendent's employment shall be in the form of a written amendment to this Employment Contract and shall be upon the same terms and conditions herein set forth unless otherwise agreed in writing by the parties.

2. Superintendent's Duties and Responsibilities

(a) The Superintendent shall be the chief executive officer of the Board of Education and the administrative head of all divisions and departments of the School District, and shall possess all of the authority now or hereafter granted to a superintendent of schools under the provisions of the laws, rules, and regulations of the State of Missouri. The Superintendent shall be responsible to the Board for the execution of its policies, rules, and regulations. On matters not directly covered by Board policy, rules, or regulations, the Superintendent shall have authority for the function and operation of the School District.

(b) The Superintendent shall be accountable to the Board of Education for all aspects of administering the School District. The Superintendent shall have the authority to delegate responsibility and authority for the operation of the various functions of the School District.

(c) The Superintendent shall perform the duties and assume the responsibilities specified in Board Policies and School District Regulations, including Board Policy CBA, as may be amended or revised from time to time by the School District's Board of Education in its sole discretion.

(d) The Superintendent shall act according to the direction of the Board and shall enforce and execute all policies, decisions, rules, regulations, and directives officially adopted from time to time by the Board. The Superintendent shall be responsible for carrying out duties incident to the office of the Superintendent, including, without limitation, all duties and responsibilities delegated to him by the Board relating to the operation of the School District. Any failure to abide by policies and regulations of the School District and Board shall constitute a breach by the Superintendent of this Employment Agreement.

3. Compensation

During the term of this Employment Contract, the School District shall pay to the Superintendent a base salary of Ninety Three Thousand Four Hundred Eight Dollars and N0/100 (\$93,408.00), payable in equal installments in accordance with the policy of the Board of Education governing payment of other professional staff members in the School District. The annual salary of the Superintendent during the second and third years of the term of this

Employment Contract may be increased, at the sole discretion of the Board of Education, in accordance with the terms relative to pay increase for certified teaching staff of the Doniphan R-1 School District

4. **Certification**

The Superintendent shall furnish throughout the term of this Employment Contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri. The Superintendent's failure to maintain valid certification as a superintendent in the State of Missouri shall constitute a breach by the Superintendent of this Employment Contract.

5. **Benefits**

The Superintendent shall be entitled to all of the benefits, including health insurance, disability insurance, and term life insurance, accorded to other professional employees of the School District.

6. **Vacation and Sick Leave**

The Superintendent shall receive paid vacation and sick leave days in accordance with Board policy establishing such benefits for other School District administrative and professional employees. Vacation pay will be figured by dividing annual salary by number of days employed (261) per contract year.

7. **Expenses**

The School District shall pay all reasonable expenses of the Superintendent incurred in furtherance of the business, goals, and objectives of the School District and the Board of Education, in accordance with applicable Board policies and administrative regulations.

8. **Transportation Expense**

The School District will provide the Superintendent with a monthly stipend in the amount of \$100.00 for the Superintendent's travel in the Ripley County area in carrying out his official duties as Superintendent of Schools.

9. **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 School District expense, and may attend educational programs offered through such organizations at School District expense. The Superintendent may become a member of such other organizations as he may deem appropriate at School District expense, upon prior approval by the Board of Education. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at School District expense within amounts budgeted for such purposes if, in his discretion, such participation is in the best interest of the School District. The total amount of expenses paid by the School District

pursuant to this paragraph shall be limited to the line item amount for such expenses included in the School District's annual budget approved by the Board.

10. **Professional Liability**

To the extent consistent with Board policy, the School District 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 School District, provided that the incident arose while the Superintendent was acting within the scope of his employment, and excluding criminal litigation, and providing that such liability coverage is within the authority of the School District to provide under state law. However, in no case will individual Board members be considered personally liable for indemnifying the Superintendent against any demands, claims, suits, actions, and legal proceedings. If a conflict exists between the legal position of the Superintendent and the legal position of the Board of Education and/or the School District, the School District may pay the cost of separate counsel to represent the legal interest of the Superintendent as permitted by state law. The School District shall not, however, be required to pay any costs of any legal proceedings in the event the Superintendent and the Board of Education and/or the School District have adverse interests in such litigation, except as stated above.

11. **Consulting and Outside Employment**

The Superintendent shall devote his full time, skill, labor, and attention to his employment as Superintendent of Schools during the term of this Employment Contract; however, the Superintendent, with prior written approval of the president of the Board of Education, may engage in private consulting employment, speaking engagements, writing, lecturing, or other professional activities that are associated with the professional growth and development of the Superintendent or the prestige of the School District, so long as those outside activities do not interfere with the effective and efficient operation of the School District. The Superintendent may also serve as a director on the board of directors of not-for-profit and for-profit entities and organizations, provided that such service does not interfere or conflict with his duties and responsibilities as Superintendent or the effective and efficient operation of the School District.

12. **Goals and Objectives**

The Superintendent shall present his suggested goals and objectives on an annual basis in accordance with Board Policies and School District Regulations, including, but not limited to, School District Regulations AFB-R and CBG-R, as amended or revised from time to time by the Board of Education in its sole discretion. After setting School District goals, the Superintendent shall present to the Board of Education his personal goals, which shall be based on the duties and responsibilities of the Superintendent and the School District's goals and objectives.

13. **Evaluation of the Superintendent**

The Board of Education shall evaluate and assess in writing the performance of the Superintendent during the preceding year in accordance with Board Policies and School District

Regulations in effect at the time (presently Board Policies AFB and CBG and School District Regulations AFB-R, AFB-E, CBG-R, CBG-F); provided, however, that the failure of the Board to evaluate the Superintendent as provided in Board Policies, School District Regulations, and/or this Employment Contract shall not be deemed a breach of this Employment Contract; and further provided, that the timing and format for evaluating and assessing the Superintendent's performance may be changed from time to time by the Board in its sole discretion; and further provided, that the Board Policies and School District Regulations may be revised, amended, or rescinded from time to time by the Board in its sole discretion.

14. **Renewal of Employment Contract**

The Board of Education shall review the Superintendent's Employment Contract on an annual basis by February 1 of each year during the term of this Employment Contract; provided, however, that if the Board adopts any Policies that conflict with this requirement (which is presently contained in Board Policy CBC), the applicable Board Policy in effect at that time shall control; and further provided, that the failure of the Board to review the Superintendent's Employment Contract as provided in Board Policies, School District Regulations and/or this Employment Contract shall not be deemed a breach of this Employment Contract. This Employment Contract may be extended at the discretion of the Board, with the concurrence of the Superintendent.

15. **Termination of Employment Contract**

This Employment Contract may be terminated by:

- (a) Mutual agreement of the parties;
- (b) Retirement of the Superintendent;
- (c) Disability of the Superintendent;
- (d) Discharge for conduct that is prejudicial to the School District, including, but not limited to, neglect of duty or breach of this Employment Contract; or
- (e) Unilateral termination by the School District.

The School District may, at its option, by written notice to the Superintendent, unilaterally terminate this Employment Contract at any time, without any obligation to give cause or justification and without a prior hearing; provided, however, in the event this Employment Contract is terminated unilaterally by the School District, the School District shall pay to the Superintendent all salary and benefits payable to him under paragraphs 3, 5, 6, 7, 10, and 11 of this Employment Contract through the expiration date of this Employment Contract.

16. **Resignation**

The Superintendent may resign at any time during the term of this Employment Contract, provided he shall have furnished the Board of Education with written notice of his intention to resign at least 90 days prior to the effective date of his resignation. Should a resignation

pursuant to this paragraph take effect prior to the expiration of this Employment Contract, the Superintendent shall not be entitled to continue to receive, nor shall the School District be obligated to continue to provide to the Superintendent, any salary, expenses, or fringe and personal benefits set forth herein or otherwise provided by the School District beyond the effective date of the Superintendent's resignation, except for payment for any unused vacation and sick days pursuant to Board policy.

17. **Definition; Enforceability**

As used in this Employment Contract, the term "year" shall mean a period beginning on July 1 and ending on June 30 of the succeeding calendar year. The invalidity or unenforceability of any provision of this Employment Contract shall in no way affect the validity or enforceability of any other provision.

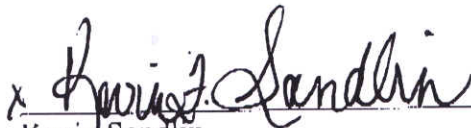
18. **Controlling Law**

It is understood and agreed that the terms and conditions set forth in this Employment Contract are in every respect subject to the appropriate provisions of the laws of the State of Missouri, and that this Employment Contract shall be so construed and interpreted.


19. **Executed in Duplicate**

This Employment Contract is executed in duplicate, and one original copy shall be maintained in the office of the Secretary to the Board of Education.

IN WITNESS WHEREOF, the Board of Education has caused this Employment Contract to be approved in its behalf by a duly authorized officer, and the Superintendent has approved this Employment Contract effective on the 1st day of July, 2008.

x 
Kevin Sandlin
Superintendent

(Doniphan R-1 School District)

x 
President

Attested:


Latraca Lowe