

SUPERINTENDENT'S
EMPLOYMENT CONTRACT

FILE COPY

It is hereby agreed on this 26th of June 2006, by and between the Board of Education of Gainesville School District, County of Ozark, State of Missouri (hereinafter "Board") and Bill Looney hereinafter "Superintendent".

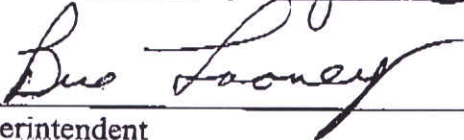
IT IS AGREED AS FOLLOWS:

- 1. Duties:** The duties of the Superintendent shall include all duties normally incident to the position of Superintendent in the State of Missouri, board policies, and any specific duties as directed by the Board.
- 2. Qualifications:** The Superintendent covenants that he is legally qualified, duly certified for the position described herein, and will remain so licensed and certified as required by the laws of the State of Missouri during the "term" of this agreement.
- 3. Term:** The Superintendent is hereby employed and retained for a two-year term beginning on **July 1, 2006 and terminating on June 30, 2008.**
- 4. Salary:** The Superintendent shall receive compensation in the amount of **\$84,287.00**. Salary shall be paid in twelve (12) equal installments subject to the required deductions as stipulated by law and official policies of the Board. (Salaries for the 2006-2007 and 2007-08 school years will be negotiated prior to June 30 of each contract year.)
- 5. Health Insurance:** The Board shall pay **\$225.00 per month** of the Superintendent's health insurance premium, as set forth by the health insurance plan approved by the Board for the school district's employees or in the absence of a district approved health insurance plan, the Board shall provide the Superintendent with comparable benefits as provided immediately prior to the discontinuance of a plan for the district's employees.
- 6. Personal/Sick Leave:** The Superintendent shall be entitled to personal and sick day leave as set forth for the district's certified employees.
- 7. Expense Allowance:** The Board shall reimburse the Superintendent for his travel; meals, lodging and other work related expenses associated with performing the duties set forth herein.
- 8. Vacation Leave:** The Superintendent shall receive two weeks of vacation time.
- 9. 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.
- 10. Contract Extension:** By February 1st of each year the District shall notify the Superintendent of whether it intends to extend an agreement for an additional school year.

11. 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 for 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 days before charges are filed, and an opportunity to address 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 may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.

12. 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 interfere in a material and substantial way with the Superintendent's obligations set forth in this agreement.

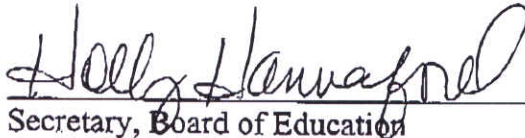
Dated this 27 day of June, 2006.



Superintendent



President, Board of Education



Secretary, Board of Education

SUPERINTENDENT'S EMPLOYMENT CONTRACT

It is hereby agreed on this **21st of January 2008**, by and between the Board of Education of Gainesville School District, County of Ozark, State of Missouri (hereinafter "Board") and **Bill Looney** hereinafter "Superintendent".

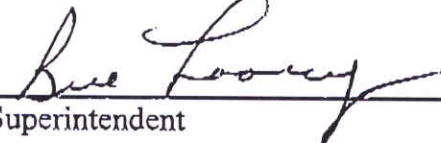
IT IS AGREED AS FOLLOWS:

- 1. Duties:** The duties of the Superintendent shall include all duties normally incident to the position of Superintendent in the State of Missouri, board policies, and any specific duties as directed by the Board.
- 2. Qualifications:** The Superintendent covenants that he is legally qualified, duly certified for the position described herein, and will remain so licensed and certified as required by the laws of the State of Missouri during the "term" of this agreement.
- 3. Term:** The Superintendent is hereby employed and retained for a **three-year term** beginning on **July 1, 2008 and terminating on June 30, 2011**.
- 4. Salary:** The Superintendent shall receive compensation in the amount of **\$93,199.00 for 2008-2009**. Salary shall be paid in twelve (12) equal installments subject to the required deductions as stipulated by law and official policies of the Board. (Salaries for the 2009-2010 will be a 4% increase over previous year and 2010-2011 will be a 4% increase over previous year.)
- 5. Health Insurance:** The Board shall pay **whatever the amount is for full-time employees plus \$5.00** per month of the Superintendent's health insurance premium, as set forth by the health insurance plan approved by the Board for the school district's employees or in the absence of a district approved health insurance plan, the Board shall provide the Superintendent with comparable benefits as provided immediately prior to the discontinuance of a plan for the district's employees.
- 6. Personal/Sick Leave:** The Superintendent shall be entitled to personal and sick day leave as set forth for the district's certified employees.
- 7. Expense Allowance:** The Board shall reimburse the Superintendent for his travel; meals, lodging and other work related expenses associated with performing the duties set forth herein.
- 8. Vacation Leave:** The Superintendent shall receive two weeks of vacation time.
- 9. 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.
- 10. Contract Extension:** By February 1st of the third year the District shall notify the Superintendent of whether it intends to extend an agreement for an additional school year.

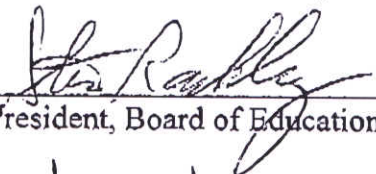
11. Termination for Cause: This contract may be terminated following written notice and an opportunity for a hearing, for cause, which is defined as the failure to comply with the terms of this contract or for any cause for which the contract of a permanent teacher may be terminated. Except in the case of alleged 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 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 may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.

12. 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 interfere in a material and substantial way with the Superintendent's obligations set forth in this agreement.

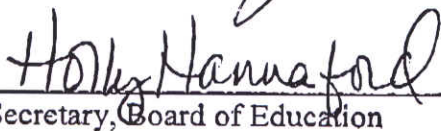
Dated this 4th day of February 2008.



Superintendent



President, Board of Education



Secretary, Board of Education