

CONTRACT TO SERVE AS SCHOOL SUPERINTENDENT HALFWAY R-III SCHOOL DISTRICT

This agreement is entered into this 18th day of January 2006, with an effective date of July 1, 2006, between the Board of Education, of the Halfway R-III School District ("Board" or "District") and Tim Boatwright, ("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 one year, from July 1, 2006, through June 30, 2007, 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 superintendent of schools in the State of Missouri.

The Superintendent is subject to and agrees to comply at all times with all of the provisions, duties and requirements applicable to her position as directed by the Board of Education, and as stated in any applicable written performance standards or criteria, policies, rules or regulations of the District, whether adopted or modified before or after the effective date of this contract.

The Superintendent acknowledges access to complete copies of all such performance standards or criteria, policies, rules, and regulations and will be furnished with such copies, as well as interpretations or explanations regarding the same upon request.

3. **COMPENSATION.** The salary payable to the Superintendent under this agreement for the 2006-2007 school year shall be \$70,000.00, payable in twelve equal installments beginning with the July, 2006, payroll period (22nd of each month). In the event the Board of Education deems it necessary to freeze salary increases for all district employees, the Superintendent's salary will freeze at the previous years salary.
4. **EVALUATION.** The Board of Education shall devote a portion of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of her 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.

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5. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition, shall be entitled to the following:
1. Mileage reimbursement at \$.30 per mile will be paid for student activities, meetings, or workshops at sites that require the Superintendent's attendance.
 2. Membership dues for professional organizations in the amount of \$500.00.
 3. The Superintendent shall be entitled to ten (10) days paid vacation during the 2006-2007 school year.
 4. The Superintendent shall be entitled to family insurance paid.
6. **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 is 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.
7. **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 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.

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- 8. **SATISFACTION OF CONTRACT:** Either party may terminate this contract by making payment to the other party according to the following schedule or by other mutually agreed upon terms:

If request for dissolution of contract occurs during the current fiscal year an amount equal to the salary remaining from the last date of employment through the end of the current fiscal year shall constitute payment.

And, if request for dissolution of contract occurs for the upcoming fiscal year after April 1 of the current contract year a penalty in the amount of 20%; after May 1 of the current contract year a penalty in the amount of 60%; and after June 1 of the current contract year a penalty in the amount of 100% of the next contracted year's salary shall constitute payment.

- 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:

HALFWAY R-III SCHOOL DISTRICT

By:

Jim Laska
President, Board of Education

1-20-06
Date

Attest:

Ernest Redd
Secretary, Board of Education

1-20-006
Date

SUPERINTENDENT

Jim Boatright

1-20-06
Date

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HALFWAY R-III SCHOOL DISTRICT

"Home of the Cardinals"

Karla Spear
Elementary Principal
Ph: 417/445-2215
Fax: 417/445-6714

Tim Boatwright
Superintendent
2150 Highway 32
Half Way, Missouri 65663
Ph: 417/445-2351
Fax: 417/445-2026

Tammy Highley
High School Principal
Ph: 417/445-2211
Fax: 417/445-3330

RE: Tim Boatwright, Superintendent

Non-Salary Benefits not stipulated in contract: None

Benefit & Salary changes:

3-21-07, effective 7-1-07: Personal insurance paid in full

5-22-07, effective 7-1-07: Salary change to \$ 72,800

3-12-08, effective 7-1-08: Salary change to \$ 77,000