

**CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
JACKSON R-II SCHOOL DISTRICT**

This agreement is entered this 21st day of January, 1999 between the Board of Education of the Jackson R-II School District (hereinafter "Board" or "District") and Ron Anderson (hereinafter "Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's schools, from July 1, 1999 through June 30, 2002, 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 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 or her 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 attend meetings and programs sponsored by such organizations at District expense. The Superintendent may become a member of such other professional organizations and civic clubs or organizations as he may deem appropriate, at District expense, if approved by the Board.

4. **COMPENSATION.** The salary payable to the Superintendent under this agreement for the period of July 1, 1999 through June 30, 2000 shall be ninety-eight thousand five hundred dollars (\$98,500). The salary payable to the Superintendent under this agreement for the period of July 1, 2000 through June 30, 2001, and the salary payable to the Superintendent for the period of July 1, 2001 through June 30, 2002, shall be no less than the salary payable under this agreement for the period of July 1, 1999 through June 30, 2000. Salary shall be payable in equal installments on a monthly basis and subject to all deductions required by law and authorized by the Superintendent.

5. **EVALUATION.** The Board of Education shall devote a portion or all of at least one meeting each contract year 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 certificated employees, except that the following benefits shall be applicable to the Superintendent:

- (1) **VACATION.** The Superintendent shall be entitled to fifteen (15) days paid vacation during each year of this agreement, exclusive of legal holidays. Vacation days shall be taken within the contract year in which earned, and shall not be cumulative. No payment shall be made for unused vacation days.
- (2) **EXPENSE REIMBURSEMENT.** The Superintendent shall be provided with \$300 per month for reasonable and necessary transportation expenses for travel within the district. In addition, he shall be reimbursed for meals, lodging and other reasonable and necessary expenses incurred in performing his duties, including reimbursement of travel outside the district at the rate applicable to all employee travel. The Superintendent shall be reimbursed for the reasonable and necessary expenses of attending two educational conferences or conventions, and such other conferences or conventions as may be approved by the Board. All expense reimbursements shall be documented in accordance with applicable IRS regulations.
- (3) **HEALTH BENEFITS AND SICK LEAVE.** The Superintendent shall receive individual and dependent health and dental insurance coverage in accordance with the plan applicable to other certificated employees. The Superintendent shall be credited with 50 sick days upon commencement of employment, and shall be credited with sick leave thereafter in accordance with policies applicable to other certificated employees.
- (4) **LIFE INSURANCE.** The District shall provide to Superintendent or reimburse Superintendent for the cost of a \$100,000 term life insurance policy payable to a beneficiary designated by Superintendent during the term of this agreement, contingent upon Superintendent's insurability at a premium rate no greater than 150% of the average rate for his age group as determined by the company writing such policy.
- (5) **ANNUITY.** Subject to availability under and compliance with applicable IRS regulations, the Board of Education shall provide, or reimburse to Superintendent, the amount of \$2,500 annually in tax-deferred income.
- (6) **MOVING EXPENSES.** Superintendent shall obtain three bids for the cost of moving his family and residence to the Jackson R-II School District, and the District shall reimburse Superintendent for the lowest of such bids, or an amount otherwise agreed upon by Superintendent and District. In addition, Superintendent will be reimbursed for reasonable

and necessary expenses incurred prior to commencement of employment for relocation-related travel or other travel necessitated by district business.

- (7) **INDEMNIFICATION.** The District agrees to defend, hold harmless and indemnify the Superintendent from any claims, liabilities or losses sustained while acting within the scope of his employment, to the extent permitted by law and to the extent of insurance coverage available for such purpose.

7. **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 paid sick leave days or other paid leave days to which the Superintendent is entitled, and an additional period of unpaid leave so that the total period of absence from duties is six months, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard, after which all obligations of the parties under this agreement will cease. The parties agree that the Superintendent is a "key employee" and that it would impose an "undue hardship" on the district to hold the position open for more than six months. Notwithstanding any provision of this paragraph, if at any time it appears that the Superintendent will not be able to perform the essential functions of the position, with or without reasonable accommodation for the remainder of the contract period, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

8. **TERMINATION - FOR CAUSE.** This contract may be terminated during its term, 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. Prior to termination based upon inadequate performance of administrative duties (excluding willful insubordination, immoral conduct, criminal acts, or similar causes) the Superintendent shall be given written notice of performance concerns 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.

9. **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.

10. **RETIREMENT.** The Superintendent may, by giving a minimum of ninety days written notice to the Board prior to the end of any school year, retire effective upon the completion of such school year during the term of this agreement and terminate this agreement effective upon such date. In order to exercise this option, the Superintendent must be eligible to receive full benefits under the Teacher Retirement System. If, following retirement under this section, the Superintendent accepts

employment as a school administrator in another district for a period covered under this agreement, the Superintendent shall pay to the District, as liquidated damages and not as a penalty, an amount equal to the salary payable for such period.


11. **CONTRACT EXTENSION.** 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 modification of the salary for such additional year. The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties.

12. **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.

13. **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.

JACKSON R-II SCHOOL DISTRICT

By: 

President
Jackson R-II School District
Board of Education

1/27/99
date

Attest: 

Secretary
Jackson R-II School District
Board of Education

1-27-99
date

SUPERINTENDENT



Ron Anderson

1-27-99
date

**ADDENDUM EXTENDING CONTRACT OF EMPLOYMENT
AS SUPERINTENDENT OF SCHOOLS
JACKSON-R-II SCHOOLS**

This Addendum is entered into this 13 day of Feb, 2007, between the Board of Education of Jackson R-II Schools ("District") and Ron Anderson ("Superintendent") for the purpose of extending the contract previously entered into between the parties dated January 21, 1999 and as previously amended by all addenda subsequently approved by the parties (the "original agreement").

The parties hereby agree that the terms of the original agreement, except as specifically provided herein, shall be extended for an additional school year ending on June 30, 2010, provided that the salary for such additional period shall be no less than the salary established for the 2006-2007 School Year, with the following changes to become effective beginning July 1, 2007:

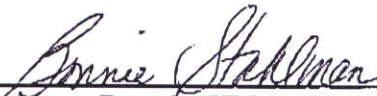
- The base salary shall be \$ 132,656⁰⁰.
- At the Superintendent's option, and in an amount determined by the Superintendent, an amount up to the full District contribution to deferred compensation of the superintendent shall be payable as compensation as an annual benefit allowance for procurement of additional benefit items of superintendent's choice and therefore such amount shall be treated as regular compensation for purposes of retirement contributions to the extent permitted by law. In addition, the Superintendent shall receive \$10,962 in deferred compensation under his 457 deferred compensation plan.
- At the Superintendent's option, and in an amount determined by the Superintendent up to an amount equal to amounts payable for the Superintendent's family dental and health insurance coverage, such amount shall be treated as regular compensation to the Superintendent, subject to retirement contributions, to the extent permitted by law.

BY ORDER OF THE BOARD OF EDUCATION, the District has approved this addendum to extend the original agreement by majority vote of the Board of Education on the dated first above written, and the Superintendent has accepted by his signature.

JACKSON R-II SCHOOLS

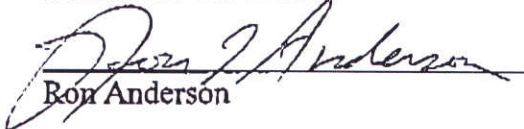
By: 
President, Board of Education

2/13/2007
Date

Attest: 
Secretary, Board of Education

2/13/07
Date

SUPERINTENDENT


Ron Anderson

2/13-07
Date

**ADDENDUM EXTENDING CONTRACT OF EMPLOYMENT
AS SUPERINTENDENT OF SCHOOLS
JACKSON-R-II SCHOOLS**

This Addendum is entered into this 24 day of June, 2008, between the Board of Education of Jackson R-II Schools ("District") and Ron Anderson ("Suprcintendent") for the purpose of extending the contract previously entered into between the parties dated January 21, 1999 and as previously amended by all addenda subsequently approved by the parties (the "original agreement").

The parties hereby agrcc that the terms of the original agreement, except as specifically provided herein, shall be extended for an additional school year ending on June 30, 2011, provided that the salary for such additional period shall be no less than the salary established for the 2007-2008 School Year, with the following changes to become effective beginning July 1, 2008:

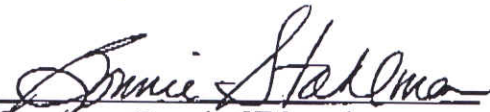
- The base salary shall be \$ 136,636.00.
- The Districts contribution to the Superintendent's Section 457 dcferred compensation plan shall be \$12,610.

BY ORDER OF THE BOARD OF EDUCATION, the District has approved this addendum to extend the original agreement by majority vote of the Board of Education on the dated first above written, and the Superintendent has accepted by his signature.

JACKSON R-II SCHOOLS

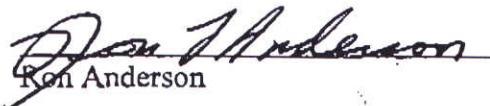
By: 
President, Board of Education

6/26/08
Date

Attest: 
Secretary, Board of Education

6/26/08
Date

SUPERINTENDENT


Ron Anderson

6-26-08
Date