

***Employment Contract
between
S. Craig Barker
and the
Governing Board of the
Lawson R-XIV School District
of Lawson, Missouri***

The Employment Contract, made and entered into this **29th** day of **March, 2005**, by and between the Governing Board of the Lawson R-XIV School District, hereinafter referred to as DISTRICT, and **S. Craig Barker**, hereinafter referred to as SUPERINTENDENT.

Whereas, DISTRICT desires to provide SUPERINTENDENT with a written contract in order to enhance administrative stability and continuity within the schools, which DISTRICT believes this will generally improve the quality of its overall educational program; and whereas, District and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

Now, therefore, DISTRICT and SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. **Term.** District, in consideration of the promises, herein contained, of Superintendent, hereby employs and Superintendent hereby accepts employment as Superintendent of Schools for a term commencing **July 1, 2005 and ending June 30, 2008.**
2. **Professional Certification and Responsibilities of Superintendent.**
 - A. **Certification.** Superintendent shall hold a valid certificate issued by the State Board of Education.
 - B. **Duties.** Superintendent shall have charge of the administration of schools under the direction of the Board. He (she) shall be the chief executive officer of the Board; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs as best serves the district subject to the approval of the Board; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school district, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions, called to its attention to the Superintendent for study and recommendation. The Superintendent shall attend Board Meetings and all Board and citizen committee meetings, serve as an ex-officio member of School Board Committees as directed and provide administrative recommendations on each item of business considered by each of these groups. The Superintendent shall comply with all applicable laws and shall notify the board in a timely fashion of its legal duties and obligations.

Superintendent and Board of Education shall agree upon a format for the purpose of evaluating the performance of the Superintendent on an annual basis.

- C. **Outside Activities.** Superintendent shall devote his (her) time, attention and energy to the business of the school district. However, he (she) may serve as a consultant to other districts or education agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities, which are of short-term duration at his (her) discretion. Such activities which require the superintendent to be absent from the school district for more than ten full working days shall be reported to the Board for approval. Superintendent may at his (or her) option, and with the approval of the Board of Education, continue to draw a salary while engaged in the outside activity described above. In such cases honoraria paid superintendent in connection with these activities shall be transferred to the district. If superintendent chooses to use vacation leave to perform outside activities he (she) shall retain any honoraria paid. In no case will district be responsible for any expense attendant to the performance of such outside activities.
3. **Professional Growth of Superintendent.** District encourages the continuing professional growth of Superintendent through his (her) participation, as he (she) might decide in light of his (her) responsibilities as superintendent, in:
- A. The operations, programs and other activities conducted by local, state and National school administrator and school board associations.
- B. Seminars and courses offered by public and private educational institutions, and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his (her) professional responsibilities for District.
4. **Compensation.** The salary payable (as found in the minutes of meeting held January 19, 2005) to the Superintendent under this agreement for the 2005-2006 school year shall be **\$110,000**. The salary payable to the Superintendent under this agreement for the 2006-2007 school year shall not be less than **\$117,000**. The salary payable to the Superintendent under this agreement for 2007-2008 school year shall be **\$127,000**. Salary shall be payable in equal installments on a monthly basis and subject to all deductions required by law.
5. **Transportation Expense.** 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 personal vehicle. Therefore, the Board will reimburse the Superintendent an annual sum of **\$4,500** payable monthly (**\$375 per month**), for the business use of said vehicle.
6. **Vacation and Other Benefits**
- A. Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with District, including, but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, and other administrative benefits. The Superintendent shall have **twenty (20) days paid vacation**, and all other paid holidays and leaves available to 12-month administrative employees.
- B. District shall pay 100 percent of Superintendent's membership charges to the American Association of School Administrators, the Missouri Association of School Administration and local groups specific to responsibilities of the Superintendent. There shall be a limit of **\$6000 per year for all forms of professional growth and travel related to professional growth activities**.

7. **Expenses.** District shall pay or reimburse Superintendent for reasonable expenses incurred by Superintendent in continuing performance of his (her) duties. The District may set that amount on an annual basis. The District shall pay for the reasonable **moving expenses** for his (her family) when moving into the District (upon accepting the initial contract), up to **a maximum of \$5000**. This amount must be specifically negotiated between District and Superintendent at the time of the initial contract.
8. **Professional Liability.** The district agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, and legal proceedings brought against Superintendent in his or her individual capacity, or in his or her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within his or her scope of his or her employment and excluding criminal litigation and as such liability coverage within the authority of the school board to provide under state law. In no case will individual board members be considered personally liable for the indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.
1. If in the good faith opinion of the Superintendent, conflict exists as regards the defense to such claim between the legal position of Superintendent and the legal position of District, the Superintendent may engage counsel to represent his or her interest.

District shall not, however, be required to pay any costs of any legal proceedings in the event District and Superintendent has adverse interest in such litigation.

9. **Termination of Employment Contract.** The employment contract may be terminated by:
- A. Mutual agreement of the Board of Education and Superintendent.
 - B. Retirement of the Superintendent.
 - C. Disability of the Superintendent.

In the event of disability by illness or incapacity, after Superintendent's sick leave has been exhausted, the compensation shall be reinstated after Superintendent has returned to employment and undertaken the full charge of his or her duties. District may terminate this contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave **and such other leave available and has been absent from his or her employment for whatever cause for an additional continuous period of one year (365 calendar days)**. All obligations of District shall cease upon such termination.

If a question exists concerning the capacity of the Superintendent to return to his or he duties following an illness, the District may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. District and Superintendent shall mutually agree upon the physician who shall conduct the examination. The Physician shall limit his or her report to the issue of whether Superintendent has a continuing disability, which prohibits him or her from performing his or her duties.

10. **Discharge for Cause:** Discharge for cause shall constitute conduct, which is seriously prejudicial to District, including, but not limited to: neglect of duty, breach of contract, or any cause for which the employment of a permanent teacher may be terminated. Notice of charges and the opportunity for a hearing shall be given in writing and the Superintendent shall be entitled to appear before the Board to discuss such causes. If Superintendent chooses to be accompanied by legal counsel at such meeting, he or she shall bear the cost therein involved. Such meeting shall be conducted in closed session. Superintendent shall be provided a written decision with the results of the meeting. The

Superintendent may be suspended with pay pending the board's final decision. If discharge for cause, no further amount shall be due under the contract.

In the event that there is termination with Superintendent's Concurrence, the requirement of the hearing before the Board shall not apply.

11. **Unilateral Termination by Board of Education:** In the event that the Board wishes to unilaterally terminate the contract of the Superintendent, the requirement of the hearing before the Board shall not apply. Under a unilateral termination, the Board may, at its option, and by a minimum 90 days notice to the Superintendent unilaterally terminate his or her contract. In the event of such termination, the District shall pay to the Superintendent, as severance pay, one year of the contract at the current annual rate, not counting any travel or professional leave reimbursements or the remaining portion of the final years contracted salary. This may be done regardless of cause. In such case the Superintendent would be entitled to compensation for earned unused vacation at the rate of 1/240 of salary.

12. **Termination with Superintendent's Concurrence:** District may propose to terminate this employment upon 90 days of written notice to the Superintendent, if the Superintendent concurs in writing with such decision. District shall pay the Superintendent, as severance pay an amount agreeable to the Superintendent.

The district may completely discharge its obligations under this agreement at any time by paying the Superintendent all salary to which he or she would be entitled under the remainder of the contract term.

13. **Savings Clause:** If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

In witness whereof, District has caused this Employment Contract to be approved by a duly authorized officer and Superintendent has approved this Employment Contract effective on the day and year specified in paragraph 1, above.

Lawson R-XIV School District

S. Craig Barber
Superintendent of Schools

4-1-05
Date

Paul B. Tipton
President of the Board of Education

3-31-05
Date

Bruce Kessler
Secretary of the Board of Education

3-30-05
Date