

COPY

ASST. SUPT.'S OFFICE

FEB 25 2008

SUPERINTENDENT'S CONTRACT

LINDBERGH SCHOOL DISTRICT

It is hereby agreed by and between the Board of Education of the Lindbergh School District No. R-VIII, located in St. Louis County in the State of Missouri (hereinafter called the "Board") and Dr. Jim Simpson, (hereinafter called the "Superintendent") that the said Board, in accordance with Board action taken at its meeting held on the 12th day of February, 2008, has and does hereby employ the said Dr. Jim Simpson as Superintendent of Schools for a three-year period commencing July 1, 2008 and ending June 30, 2011. Both parties agree that said employee shall perform the duties of the Superintendent of Schools in and for the public schools in said District as prescribed by the laws of the State of Missouri and by the rules and regulations made thereunder by the Board of Education of said District.

WITNESSETH:

A. The base contract rate to be paid by the Board to the Superintendent for the period from July 1, 2008 through June 30, 2009 shall be \$195,000. The base contract rate to be paid by the Board to the Superintendent for the period from July 1, 2009 to June 30, 2011 shall be calculated based upon the average annual base contract rate of benchmark districts' Superintendent's pay for the preceding academic year as calculated by the Cooperating School Districts Superintendent Salary Information, subject to the minimums and maximums stated below. For 2009-2010, the base contract rate, subject to the minimums and maximums stated below, shall be increased to the product obtained by multiplying the base contract rate by 111% for 2009-2010 and by 113.5% for 2010-2011. The benchmark districts are defined as:

Affton
Brentwood
Clayton
Kirkwood
Ladue
Mehlville
Parkway
Pattonville
Rockwood

Valley Park
Webster Groves

	Minimum	Maximum
2009-2010	\$199,900	\$204,750
2010-2011	\$204,900	\$215,000

By way of illustration, if the average annual base contract rate of benchmark districts' Superintendent's pay for 2008-2009 is \$183,000 then the Superintendent's basic contract rate for 2009-2010 shall be \$203,130 ($\$183,000 \times 111\%$). If the average annual base contract rate of benchmark districts' Superintendent's pay for 2009-2010 is \$183,000 then the Superintendent's basic contract rate for 2010-2011 shall be \$207,725 ($\$183,000 \times 113.5\%$).

B. That throughout the term of this contract, the Superintendent shall be subject to discharge for good and just cause. Good and just cause shall be defined as follows:

1. Physical or mental condition unfitting him to act as Superintendent;
2. Immoral conduct;
3. Incompetency, inefficiency or insubordination in line of duty;
4. Willful or persistent violation of, or failure to obey the school laws of the state or the published regulations of the Board of Education of the School District employing him;
5. Excessive or unreasonable absence from performance of duties; or
6. Conviction of a felony or a crime involving moral turpitude.

C. That it is agreed the Superintendent will furnish, through the life of this contract, a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri and that the Superintendent hereby agrees to devote his full time, skill, labor and attention to said employment during the term of this contract, provided,

however, that the Superintendent, by written agreement with the Board, may undertake other professional duties and obligations.

D. The Board recognizes the fact that the performance of the Superintendent's duties requires the use of an automobile and a cellular telephone. In lieu of furnishing the Superintendent with an automobile or cellular telephone, the Superintendent will be paid \$650.00 per month as and for an automobile and cellular telephone expense allowance, for the year 2008-2009 and each year thereafter unless modified by the parties prior to July 1 of any succeeding year.

E.1. That during the performance of this contract by Superintendent, the Board will pay the full premium for Superintendent, and his spouse's insurance policy for health, dental, vision and employee assistance program, and/or whatever other primary medical insurance is carried by the District.

E.2. The Board agrees to purchase a policy of long-term disability insurance for the Superintendent to remain effective during the term of the Superintendent's employment with the District, which policy shall provide income equal to at least 60 percent of the average salary payable during the then-existing term of this agreement, to become effective at such time as the Superintendent, by reason of accident, illness or other disability, is no longer able to perform the essential functions of his position under this agreement, and to provide such income commencing with the expiration of all paid leave available to the Superintendent under this agreement. Superintendent will be permitted to take an assignment of the policy, assuming the insurance carrier permits this, upon termination of employment at the expense of the Superintendent unless prohibited by the contract of insurance.

F. That the Board will pay the full premium for a term life insurance policy which will be in an amount equal to 1.5 times Superintendent's base contract rate for each year of this contract, i.e. for 2008-2009, \$292,500 (\$195,000 x 1.5).

G. That the Superintendent will have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff which in his judgment best serves the Lindbergh School District; that the administration of curriculum, personnel, instruction, facilities and business affairs will be lodged with the Superintendent; that the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent; and that the Board, individually and collectively, will refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

H. That the Board shall devote a portion of one or two meetings annually to an evaluation of the work of the Superintendent and a discussion of the working relationship between the Superintendent and the Board.

I. That the Superintendent shall attend, with prior Board approval, conferences, meetings, seminars, institutes and participate in other educational experiences, the expenses of said attendance and participation to be incurred by the District. That the Board shall reimburse the Superintendent for transportation and other expenses incurred in the performance of his official duties.

J. That the Superintendent does hereby agree to have a comprehensive medical examination annually, the cost of which shall be borne by the District. At the request of the Board, the Superintendent agrees to authorize and instruct his physician to forward a medical report to the Board setting forth the physician's findings. The cost of

said medical report is also to be borne by the District. A statement certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board, and both the certification statement and medical report, if any, shall be treated as confidential information by the Board.

K. That the Superintendent be entitled to vacation in such amount as determined by the District's Administrative handbook. All vacation shall be taken within 12 months of the year in which it is earned and shall not be cumulative.

L. That this contract may be extended annually not to exceed a three-year contract with the Superintendent; the Board to consider such action in January at either a regular or special meeting.

M. That the Superintendent shall receive leave of absence with pay to the same extent, as now, or hereafter, allowed other certificated personnel under Board policies. In addition, the number of days may be extended to a maximum of 180 by a vote of the majority of the Board. In the event that Superintendent shall be unable to perform any of his duties by reason of illness, accident or other cause beyond his control, and if such disability shall continue for more than six months, or if said disability is manifestly permanent, irreparable or of such nature as to make the performance of his duties impossible, then the Board may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations hereunder shall cease, except for those rights and duties in ¶P hereof and provided further that nothing in this ¶M shall be construed to affect Superintendent's right to disability payments and to take an assignment of his disability insurance policy pursuant to ¶E.2. hereof. Any such disability which may arise by reason of physical or mental health shall be determined by one or more qualified

physicians of the Board's selection. In lieu of termination of this agreement under these disability provisions, the Superintendent, at his discretion, may elect to retire.

N. That the Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual written consent of the Board and the Superintendent.

O. The parties hereto acknowledge that the Superintendent is covered under the "The Public School Retirement System of Missouri", and that appropriate deductions from Superintendent's salary and contributions from Lindbergh School District will be made during the term of this contract.

P. In the event Superintendent is the subject of a claim or lawsuit brought against him, growing out of the performance of his duties as Superintendent for the Lindbergh School District, the District will hold Superintendent harmless, defend and indemnify him, except, where Superintendent's conduct is judicially determined to be immoral, willful, intentional or a criminal offense.

Q. That, in addition to the terms and conditions specified in this contract, the Superintendent shall receive or participate in such benefits provided other certificated personnel by Board Policy or negotiated agreements including Employee Assistance Program, Leave Policies (except Sabbatical), Professional Growth and Administrative Recruitment and Retention Program.

R. If it is determined at any time that any provision of this contract is illegal or unenforceable, the remaining terms shall not be affected.

S. The Board will reimburse Superintendent for actual moving expenses permissible under Internal Revenue Service Rules (i.e., house hunting expense, temporary lodging, storage, meals and actual moving expense) up to an aggregate total of


\$20,000. Reimbursement under this paragraph shall be made upon presentation of receipts or expenses incurred.

T. This contract is contingent upon the written release of Superintendent from his employment contract currently in effect with the Joplin, Missouri School District on or before February 12, 2008. This Contract is also contingent upon satisfactory criminal background and credit checks on Superintendent.

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.

LINDBERGH R-VIII SCHOOL DISTRICT

By:  02/19, 2008
President, Board of Education

Attest:  Feb. 19, 2008
Secretary, Board of Education

SUPERINTENDENT
 2-13-, 2008
Dr. Jim Simpson