

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

This agreement is entered this 30th day of April, 2007 between the Board of Education of the Newburg R-II School District ("Board" or District") and Michael Bumgarner ("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 two years, from July 1, 2007 through June 30, 2009, 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 or her to serve as superintendent of schools in the state of Missouri. In addition, the Superintendent understands that employment by the Board is contingent upon a satisfactory criminal and child abuse/neglect records report. In accordance with Missouri law, this background check will include a complete fingerprint criminal records check. A report that in the judgment of the Board is unsatisfactory shall constitute good cause for termination of this contract. The Superintendent shall also immediately notify the Board of any arrests, charges, pleas, convictions, and/or sentences that occur after the dates of the foregoing criminal and child abuse/neglect record checks.

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 or she 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 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, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of other organizations as he or she may deem appropriate at District expense if approved by the Board. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within amounts budgeted for such purposes if, in his or her discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include amounts necessary for purposes of this paragraph.

4. **COMPENSATION.** The salary payable to the Superintendent under this agreement for the 2007-2008 school year shall be Ninety Thousand Dollars (\$90,000) payable on a monthly basis and subject to all deductions required by law. The salary for the 2008-2009 school year shall be the same percentage increase as given to the faculty and staff.

5. **EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion with the Superintendent of and evaluation of his or 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.

6. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:

(1) **VACATION.** The Superintendent shall be entitled to fifteen (15) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Vacation days shall be cumulative to the extent that unused vacation days earned during a given year may be carried over for use during the next year. Any accumulated vacation days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the per diem rate of 1/250 multiplied by the annual salary then payable to the Superintendent.

(2) **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his or her duties.

(3) **DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his or her employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

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 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.

8. 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.

9. 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 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.

10. 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 work does not interfere in a material and substantial way with the Superintendent's obligations set forth in this agreement.

11. CONTRACT EXTENSION. By June 30 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 modifications of the salary for such additional year. The superintendent may waive this requirement in writing. Each year that this agreement remains in effect, the Board may extend this agreement for an additional period of one year without the necessity of an additional writing by motion approved by a majority of the Board of Education recorded in the minutes. If no compensation for the period of the extension is stated in the motion, then it shall be deemed to be the next step on the administrator's salary schedule for the superintendent established by the Board. The Superintendent may accept the extension of the contract by indicating his or her acceptance in a signed writing, delivered to the Board President prior to August 1, or may propose different terms prior to such date. The terms of the extension agreed upon may be reduced to writing in the form of an addendum and signed by the parties. A motion to extend this agreement, following approval by a majority of the Board, may not be rescinded or reconsidered without the written consent of the Superintendent.

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.

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.

NEWBURG R-II SCHOOL DISTRICT

By: *Ronald E. Smith*
President, Board of Education

Date: 4/30/07

Attest: *Mary D. Hill*
Secretary

Date: 4/30/07

SUPERINTENDENT

Michael J. Benjamin

Date: 5-1-2007

CONTRACT ADDENDUM

THIS ADDENDUM is made and entered into as of this 17th day of January, 2008, by and between NEWBURG R-II SCHOOL DISTRICT ("District") and MICHAEL BUMGARNER ("Superintendent").

WITNESSETH THAT;

WHEREAS, District and Superintendent have entered into a Superintendent Contract ("Contract") on April 30, 2007;

WHEREAS, said Contract governed the terms of Superintendent's employment with the District;

WHEREAS, said Contract was to expire on June 30, 2009;

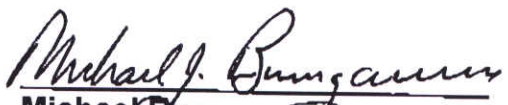

WHEREAS, THE parties wish to amend said Contract;

NOW THEREFORE in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

- 1. The Parties agree to extend the Contract through the 2010-2011 school year, ending on June 30, 2011.**
- 2. The District agrees to pay Superintendent a salary for the 2009-2010 school year equal to the Superintendent's salary for the 2008-2009, plus up to an additional Five Thousand Dollars (\$5,000) to be added at the Board's discretion, based upon the Superintendent performance.**
- 3. The District agrees to pay Superintendent a salary for the 2010-2011 school year equal to the Superintendent's salary for the 2009-2010, plus up to an additional Five Thousand Dollars (\$5,000) to be added at the Board's discretion, based upon the Superintendent performance.**
- 4. The Parties agree that except as amended herein, the Contract shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto have executed this Contract Addendum as of the day first above written.


**Secretary, Board of Education
Newburg R-II School District**


Michael Bumgarner

**President, Board of Education
Newburg R-II School District**