

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 17th day of January, 2008, by and between DR. PAUL ZIEGLER ("Superintendent") and the Board of Education for the NORTHWEST R-I SCHOOL DISTRICT ("Board"). In accordance with its actions, as found in the minutes of the meeting held on the 17th day of January, 2008, the Board does hereby employ DR. ZIEGLER as Superintendent of Schools for a period of thirty-six (36) months commencing July 1, 2008. Both parties agree that said employee shall perform the duties of Superintendent of Schools in and for the public schools of 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:

1. The Superintendent's annual salary for the 2008-2009 school year shall be One Hundred Seventy-Five Thousand Eight Hundred Eighty-Four and 00/100 Dollars (\$175,884.00). The Superintendent's annual salary for the 2009-2010 school year shall not be less than One Hundred Seventy-Five Thousand Eight Hundred Eighty-Four and 00/100 Dollars (\$175,884.00), nor more than One Hundred Eighty-Four Thousand Six Hundred Seventy-Eight and 00/100 Dollars (\$184,678.00), as determined by the Board of Education, in its judgment and at its sole discretion, based upon the Superintendent's performance evaluations and the District's financial condition. The Superintendent's annual salary for the 2010-2011 school year shall be not less than One Hundred Eighty-Four Thousand Six Hundred Seventy-Eight and 00/100 Dollars (\$184,678.00), nor more than One Hundred Ninety-Three Thousand Nine Hundred Twelve and 00/100 Dollars (\$193,912.00), as determined by the Board of Education, in its judgment and at its sole discretion, based upon the Superintendent's performance evaluations and the District's financial condition.

2. The Superintendent agrees to devote his full time, skill, labor, and attention to his employment during the term of this Contract, and will not engage in any pursuit, which interferes with the proper discharge of his duties. However, subject to the foregoing, the Superintendent will be permitted to make presentations at educational conferences and to teach at local colleges and universities, with prior notice to and consent of the Board. In addition, the Superintendent shall be entitled to any compensation, which may be paid for such activities.

3. The Superintendent shall receive family health insurance coverage and any other personal benefits accorded to other professional employees of the District, including voluntary early retirement. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent. The Superintendent shall also receive a term life insurance policy with a death benefit of One Hundred Fifty Thousand Dollars (\$150,000.00) payable to a beneficiary designated by the Superintendent.

4. The Superintendent shall join national professional organizations related to the Superintendency and those required by the Board. In addition, the Superintendent shall attend appropriate professional meetings at the local, state, and national level. The Board shall pay the costs of such memberships and meetings in an amount not to exceed \$6,000 annually.

5. The Superintendent does hereby agree to have a comprehensive medical examination not less than once every two years, and not more often than once each year; that a statement certifying the physical competency of the Superintendent shall be filed with the Secretary of the Board of Education and treated as confidential information by the Board, and the cost of said medical examination shall be paid by the Board.

6. The Superintendent shall receive fifteen (15) days vacation annually, exclusive of legal holidays. Vacation shall be taken within twelve (12) months of the year in which it is earned.

7. The Board of Education will reimburse the Superintendent for reasonable moving expenses, subject to approval of the Board, provided that the Superintendent shall submit to the Board three (3) proposals from qualified movers for its review and prior approval.

8. The Board of Education shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was acting within the scope of his employment. The Superintendent's right to indemnification shall not include criminal litigation. In no event will individual members of the Board be considered personally liable for indemnifying the Superintendent against claims, actions, or legal proceedings.

9. The Superintendent will maintain a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri, as directed by the Board of Education.

10. Throughout the term of this Contract, the Superintendent shall be subject to discharge for cause and provided that, following the Board's decision to discharge, the Superintendent shall have the right to service of written charges, notice of hearing, and an opportunity to provide the Board with reasons why his employment should not be terminated. Notwithstanding the provisions of this paragraph, the Superintendent may challenge the Board's action in Court as a breach of his employment contract.

11. In the event the Superintendent is unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more than sixty (60) consecutive school days, the Board of Education may, at its discretion, make a proportionate deduction from the salary stipulated, and if such disability continues for more than ninety (90) consecutive days, or if said disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, the Board may, at its option, terminate this Contract, whereupon the respective duties, rights, and obligations hereunder shall terminate.

12. The Board of Education shall devote a portion of, or all of one meeting during each contract year, to a discussion of the working relationship between the Superintendent and the Board, and concerning the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis. The Superintendent will receive a written evaluation from the Board at least once annually. In

addition, the Superintendent shall have the right to make a written response to his evaluation and have the right to meet with the Board to discuss his evaluation.

13. Renewal of the Superintendent's Contract shall be considered and a decision made to offer, or not to offer, an additional contract year, which would begin upon conclusion of this Contract. This decision will be made at the Board of Education's regular meeting in January during each contract year. The Board of Education may contract with the Superintendent for an additional year(s) under terms agreeable to both parties.


14. The provisions of this Contract will be governed by the laws of the State of Missouri.

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

16. This Contract constitutes the entire agreement between the Superintendent and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Contract must be in writing and signed by the parties.


SUPERINTENDENT


PRESIDENT, BOARD OF EDUCATION


SECRETARY, BOARD OF EDUCATION