

*Reviewed
7/17/07*

**Employment Contract between
Eric L. Churchwell
and the
Governing Board of Palmyra R-I School District
of Palmyra, Missouri**

This employment contract, made and entered into this 8th day of May, 2007, by and between the Governing Board of the Palmyra R-I School District of Palmyra, Missouri, herein-after referred to as **District**, and Eric L. Churchwell, hereinafter referred to as **Superintendent**.

Whereas, **District** desires to provide **Superintendent** with a written employment contract in order to enhance administrative stability and continuity within the schools, which **District** believes improves 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 of two years commencing July 1, 2007, and ending June 30, 2009. **District** may by specific action and with consent of **Superintendent** extend the termination date of the existing contract to the full extent permitted by state law.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

A. Certification. **Superintendent** will maintain a valid certificate issued by the State of Missouri.

B. Duties. **Superintendent** shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the Board; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the **District**; 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 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 have the right to attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees and provide administrative recommendations on each item of business considered by each of

these groups. No policy or bylaw of the Board shall diminish the **Superintendent's** legitimate power or authority. Moreover, all duties assigned to the **Superintendent** by the Board shall be appropriate to and consistent with the professional role and responsibility of the **Superintendent**.

- A. **Outside Activities.** **Superintendent** shall devote his time, attention, and energy to the business of the school district. However, he may serve as consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements and engage in other activities that are of a short-term duration at his discretion. **Superintendent** may at his option continue to draw a salary while engaged in the outside activity as described above. In such cases, the honoraria paid **Superintendent** in connection with these activities shall be retained by the Superintendent. **Superintendent** may choose to use vacation days to perform outside activities.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

District encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as **Superintendent** in:

- a. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and school boards associations (e.g., AASA conventions, Missouri Association of School Administrators activities; NASE seminars):
- b. Seminars and courses offered by public and private educational institutions;
- c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of **Superintendent** to perform his professional responsibilities for **District**; and
- d. Visits to other institutions.

In its encouragement **District** shall permit a reasonable amount of release time for **Superintendent** as he deems appropriate to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by the **District** in the annual budget.

4. **COMPENSATION**

Salary. **District** shall pay **Superintendent** at an annual salary rate for 2007-2008 of \$93,100.00. This annual salary rate shall be paid to **Superintendent** in accordance with the schedule of salary payment in effect for other certified employees or in some other way mutually agreed to by both parties. Such compensation shall be based upon 240 work days each year.

In lieu of the benefits described in paragraphs 5e and B the Superintendent may elect to receive equal monetary values as compensation. If elected, said compensation will be paid in the same fashion and ration as other compensation.

District and Superintendent may mutually agree to adjust the salary of Superintendent during the term of this contract, but in no event shall he be paid less than the salary he is

presently receiving. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that **District** and **Superintendent** have entered into a new contract nor that the termination date of the existing contract has been extended.

5. **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, choice of tax-sheltered annuities, and other administrative employee benefits. He shall also be entitled to such other benefits as agreed to in this contract.
- B. **District** shall pay the Superintendent's membership charges to the American Association of School Administrators, the Missouri Association of School Administrators and other professional groups in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by state law and as approved by **District** in the annual budget.
- C. Recognizing the importance of a strong working relationship between the schools and the community, the **District** shall pay dues, membership fees, and related expenses for membership in service and civic associations as provided in the Board-approved budget.
- D. **Superintendent** shall be entitled to ten (10) vacation days each year. There is no reimbursement for unused vacation days.
- E. **District** shall pay for Superintendent's health care coverage under the provisions of the district group policy.
- F. **Superintendent** shall be granted thirteen (13) sick days and 2 personal days per year.

6. **EXPENSES**

- A. **District** shall pay or reimburse **Superintendent** for reasonable expenses approved by **District** and incurred by **Superintendent** in the continuing performance of his duties under this employment agreement.

7. **PROFESSIONAL LIABILITY**

- A. **District** agrees that it shall defend, hold harmless and indemnify **Superintendent** from any and all demands, claims, suits, actions and legal proceedings brought against **Superintendent** in his individual capacity, or in his official capacity as agent and employee of the **District**, provided the incident arose while **Superintendent** was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying **Superintendent** against such demands, claims, suits, actions and legal proceedings.
- B. If, in the good faith opinion of **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 in which event **District** shall indemnify the **Superintendent** for the costs of legal defense as permitted by state law.

- C. **District** shall not, however, be required to pay any costs of any legal proceedings in the event **District** and **Superintendent** have adverse interests in such litigation, except as stated above.

8. **EVALUATION**

The **Board** shall evaluate and assess in writing the performance of **Superintendent** at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to the position description of **Superintendent** the goals and objectives of the **District** for the year in question.

Superintendent shall submit to the Board a recommended format for this written evaluation and assessment of his performance within ninety (90) days of the effective date of this contract. The Board shall meet and discuss the evaluation format with the **Superintendent**, attempting in good faith to agree on development and adoption of a mutually agreeable evaluation format. In any event, the Board shall adopt an evaluation format within 150 days of the effective date of this contract and shall evaluate the **Superintendent** pursuant thereto within 180 days.

At least once each fiscal year, **District** and **Superintendent** shall meet in closed executive session (unless specifically prohibited by state law) for the purpose of mutual evaluation of the performance of **District** and **Superintendent**. In the event that the Board determines that the performance of the **Superintendent** is unsatisfactory in any respect, the Board shall describe in writing in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the **Superintendent**. The **Superintendent** shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the **Superintendent's** personnel file. Within thirty (30) days of the delivery of the written evaluation to the **Superintendent**, the Board shall meet with the **Superintendent** to discuss the evaluation.

9. **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 ruling shall remain in force.

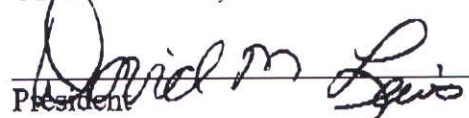
IN WITNESS WHEREOF, **District** has caused this employment contract to be approved in its behalf by a duly authorized officer and **Superintendent** has approved this employment contract effective on the day and year specified in paragraph one (1) above.

SUPERINTENDENT

ATTEST:


Susan Gaud (Secretary)

GOVERNING BOARD OF THE
PALMYRA R-I SCHOOL DISTRICT
OF PALMYRA, MISSOURI


David M. Lewis
President