

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT is entered into this 6th day of April, 2006, by and between DR. CRAIG H. LARSON ("Superintendent") and the Board of Education for ROCKWOOD R-VI SCHOOL DISTRICT ("Board"). In accordance with its actions, as found in the minutes of the meeting held on the 30th day of March and the 6th day of April 2006, the Board has and does hereby extend the contract of DR. LARSON as Superintendent of Schools for a period of three (3) school years commencing July 1, 2006. Both parties agree that the Superintendent 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 hereunder by the Board.

### WITNESSETH THAT:

1. The Superintendent's annual salary for the 2006-2007 school year shall be One Hundred Eighty Five Thousand and 00/100 Dollars (\$185,000.00). The Superintendent's annual salary for the 2007-2008 school year shall be increased within a range of not less than One Hundred Eighty Five Thousand and 00/100 Dollars (\$185,000.00) nor more than Two Hundred Thousand and 00/100 Dollars (\$200,000.00), as determined by the Board of Education based upon the Superintendent's performance evaluations. The Superintendent's annual salary for the 2008-2009 school year shall be increased within a range of not less than One Hundred Eighty Five Thousand and 00/100 Dollars (\$185,000.00) nor more than Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00), as determined by the Board of Education based upon the Superintendent's performance evaluations.
2. The Superintendent agrees to diligently and conscientiously devote his full time, skill, labor, and attention to his employment during the term of this Agreement, and will not engage in any pursuit that 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 engage in other professional activities with prior notice to and consent of the Board.
3. The Superintendent shall at all times discharge his duties in consultation with and under the supervision, direction, and control of the Board of Education of the Rockwood R-VI School District. In the performance of his duties, Superintendent shall be governed by and subject to the provisions of applicable state statutes and regulations, the policies, rules, and regulations of the Rockwood Board of Education and any governmental authority having supervisory control over the conduct and operations of the Rockwood R-VI School District.
4. The Board shall provide the Superintendent with an automobile lease/maintenance allowance in the amount of Eight Thousand Five Hundred and

00/100 Dollars (\$8,500.00) during each of the three school years set forth in Paragraph 1, with said allowance to be prorated monthly during each school year. The Superintendent will be responsible for automobile lease, insurance, repairs, and maintenance costs. In addition, the Superintendent shall be reimbursed by the Board for the necessary expenses incurred in the performance of his duties as budgeted and approved by the Board.

5. Except as otherwise specifically provided in this Agreement, the Superintendent shall receive family health insurance coverage and any other personal benefits accorded to other administrative employees of the District, including but not limited to group term life insurance for the Superintendent in the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00). Any improvements in fringe benefits provided to other administrative employees will automatically apply to the Superintendent.
6. The Superintendent shall be provided sick leave consistent with the provision of such leave to other District administrators.
7. The Superintendent shall receive twenty-five (25) days vacation annually, exclusive of legal holidays. Vacation shall be taken within twelve (12) months of the year in which it is earned and shall not be cumulative.
8. The Superintendent shall join national and state professional organizations related to the Superintendent 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 budgeted and approved by the Board.
9. 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. 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.
10. The Board of Education shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought by any person who is not a party to this Agreement against the Superintendent, individually, or in his official capacity as agent and employee of the Board of Education, provided that with respect to the matter upon which such claim is made, the Superintendent acted in a manner reasonably calculated to be in the best interest of the District and/or that his actions were not willful or malicious.

11. 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.
12. This Agreement may be terminated prior to expiration of the term hereof or any extension hereof as follows:
  - a. Without Cause. This Agreement may be terminated by the School District at any time by giving notice in writing by certified mail to Superintendent that he has been relieved of his duties; provided, however, that Superintendent shall retain the right to receive compensation for the remainder of the Contract, as provided in paragraph 1 of this Agreement and any amendments hereto. Upon receipt of such notice, Superintendent shall relinquish all other rights or duties to which the Superintendent would otherwise be entitled to under this Agreement.
  - b. For Cause. This Agreement may be terminated by the School District at any time during the term of this Agreement or any extension hereof by giving notice in writing to Superintendent by certified mail, for one or more of the following causes:
    - i. Failure to comply with the terms and conditions of this Agreement;
    - ii. Immoral conduct or conduct unbecoming of the position of the Superintendent of the Rockwood R-VI School District, as the same may reasonably be determined by the Board of Education consistent with the state statute and judicial interpretation thereof; or
    - iii. Willful violation of written policies and/or directives of the Board of Education of the Rockwood R-VI School District or willful violation of school laws and regulations consistent with state statute and judicial interpretation thereof.

In the event of termination of employment for cause as hereinabove provided, all of the compensation and benefits of the office of Superintendent shall cease and terminate on the effective date of such termination.

13. Notwithstanding the provisions of paragraph 9, should the Superintendent be unable to perform the essential functions of his job by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more than sixty (60) consecutive days during any school year, 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 a nature as to make the

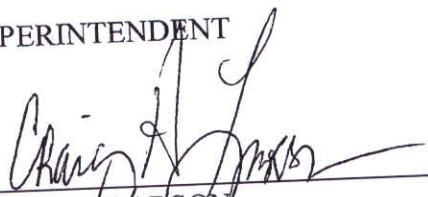
performance of his duties impossible, the Board may, at its option, terminate this Agreement, whereupon the respective duties, rights, and obligations hereof shall terminate.

14. At least once every six (6) months, the Board shall meet with the Superintendent to discuss the performance of the Superintendent and the working relationship between the Board and the Superintendent. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.
15. The Board of Education may contract with the Superintendent for additional years under terms agreeable to both parties.
16. The provisions of this Agreement will be governed by the laws of the State of Missouri.
17. If a court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, cannot be enforced, the parties agree that such determination shall not affect or invalidate the remainder of the Agreement.
18. This Agreement constitutes the entire agreement between Superintendent and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Agreement must be in writing and signed by the parties.

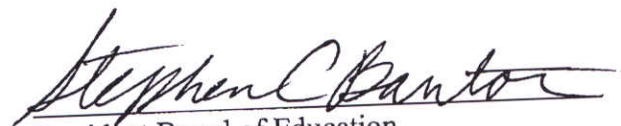
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and date first above stated.

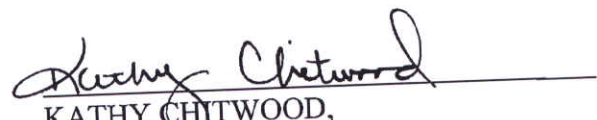
DATED this 6th day of April 2006.

SUPERINTENDENT

  
CRAIG H. LARSON,  
Superintendent

ROCKWOOD SCHOOL DISTRICT

  
President Board of Education

  
KATHY CHITWOOD,  
Secretary Board of Education