

CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS  
SALEM REORGANIZED SCHOOL DISTRICT NO. 80  
SALEM, MISSOURI

This agreement made and entered into this 17th day of January, 2008, between Steve Bryant a legally qualified public school teacher, of the first part, and the Board of Education of the Reorganized School District No. 80, County of Dent, State of Missouri, of the second part.

- A. The District agrees to employ Superintendent, and Superintendent agrees to accept employment as superintendent of the District's schools, for a period of three years, from July 1, 2008 through June 30, 2011, subject to the provisions of this agreement.
  
- B. The Superintendent shall at all times during the term of this agreement possess a valid certificate as a superintendent of schools in the state of Missouri. The Superintendent shall be responsible for the administration of the schools of the District under 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 administrative staff, teachers and other employees in the manner which most efficiently and effectively accomplishes the educational mission of the District, and shall be responsible for making recommendations concerning the annual budget and for administering the budget adopted by the Board. The Superintendent shall provide for 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,
  
- C. The Superintendent may become a member of the American Association of School Administrators and the Missouri Association of School Administrators at District expense and may attend educational programs at the expense of the District within budgeted amounts for such purposes if such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include such amounts. The Superintendent shall be encouraged to be an active member of local service clubs and the Board of Education shall pay the expenses incurred for such organizations up to \$500 annually.

- D. The annual salary for the year beginning July 1, 2008 shall be \$104,062 **or** the same average percentage increase as the teacher's salary schedule, whichever is greater, and shall be paid on a monthly basis and subject to all deductions as required by law. The annual salary for the year beginning July 1, 2009 shall be \$107,184 **or** the same average percentage increase as the teacher's salary schedule, whichever is greater, and shall be paid on a monthly basis and subject to all deductions as required by law. The annual salary for the year beginning July 1, 2010 shall be \$110,400 **or** the same average percentage increase as the teacher's salary schedule, whichever is greater, and shall be paid on a monthly basis and subject to all deductions as required by law.
- E. The Board of Education shall provide the superintendent with transportation costs according to actual costs. Actual expenses incurred for out of district travel expenses will be reimbursed at the rate paid by board regulations.
- F. The Board of Education agrees to pay \$200 per month into an annuity or mutual fund of the superintendent's choice. This allowance will be considered an addition to the base salary for retirement purposes and prorated with the base salary on a twelve-month basis.
- G. This agreement may be terminated for cause following written notice and an opportunity for a hearing. "For cause" includes failure to comply with the terms of this agreement or any cause for which the contract of a 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. Such notice shall be provided at least sixty (60) days before charges are filed or action is taken, and the Superintendent shall be provided an opportunity to address the causes identified in the written notice. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law. The Superintendent reserves the right to pursue any and all lawful remedies available to him or her, including but not limited to legal action for breach of contract and the right to appeal the Board's termination decision.
- H. Upon mutual consent and thirty (30) days prior written notice, this agreement may be terminated without penalty or prejudice against either the Board or the Superintendent. In the event this contract should be terminated by mutual consent, the Board shall pay the Superintendent all remuneration and benefits accrued but unpaid during the period of employment immediately prior to such termination.

- I. The Board of Education shall devote a portion or all of one meeting, at least annually, to discuss with the Superintendent an 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 such other evaluation method jointly agreed upon by the Superintendent and the Board.
- J. The Superintendent shall be entitled to any and all benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:
- a) Vacation. The Superintendent shall be entitled to fifteen (15) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Any vacation days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent in terms of the annual salary.
  - b) Personal days. The Superintendent shall be entitled to two (2) paid personal days during each year of this agreement, exclusive of weekends and legal holidays. Any accumulated personal days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent in terms of the annual salary.
  - c) Sick days. The Superintendent shall be entitled to twelve (12) paid sick days during each year of this agreement, exclusive of weekends and legal holidays. Any accumulated sick days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent in terms of the annual salary.
  - d) The Superintendent shall be reimbursed by the Board for reasonable and necessary expenses incurred in the performance of his or her duties.
  - e) The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent in his or her individual or representative capacity, which legal actions arise out of or related to the Superintendent's course and scope of employment with the District. Criminal litigation any defense or indemnification that the District cannot provide under state law are excluded from this indemnification provision. Individual Board members shall not be held personally responsible for the District's obligations to the Superintendent as set forth in this paragraph.
- K. By February 1 of each year that this agreement remains in effect, the Board 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 modification of the salary for such additional year. The terms of the extension shall be reduced to writing in the Superintendent in writing of its intent to extend or terminate this agreement shall constitute reemployment for a period of one year

under the same terms, conditions and salary as applicable as of February 1 of such year.

The District has approved this agreement by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below.

SALEM R-80 SCHOOL DISTRICT

By: Steven M. Watson  
Steven M. Watson, Board of Education President

1/18/08  
Date

Attest: A. J. Seay  
A. J. Seay, Board of Education Secretary

1/18/08  
Date

SUPERINTENDENT

Steve B. J.

01/18/08  
Date