

## SUPERINTENDENT'S CONTRACT

This contract is entered this 11<sup>th</sup> day of **JANUARY, 2007**, between the Board of Education of the Southwest R-5 School District ("Board" or "District") and **James D. Lawyer** ("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 the following school years, subject to the provisions of this contract: **July 1, 2008 to June 30, 2009**;
  
2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall have responsibility for the administration of the schools of the District at the direction of the Board. The Superintendent shall act as chief executive officer of the District. As such, he shall be responsible for the selection, direction and assignment of the 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 for compliance with applicable laws and regulations relating to public schools in the state of Missouri, and shall perform his 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. **CERTIFICATION.** The Superintendent shall at all times during the term of this contract possess a valid certificate enabling him to serve as a superintendent of schools in the state of Missouri. The Superintendent will maintain such certification while he serves as Superintendent of Schools. In addition, the Superintendent understands that employment by the Board is contingent upon a satisfactory criminal and child abuse/neglect records report. A report which 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.
  
4. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of professional and educational organizations at District expense, if approved in advance by the Board. Unless directed otherwise by the Board, the Superintendent may attend and participate in educational programs offered by such organizations, at District expense, within amounts budgeted for such purposes, if such participation is in the best interest of the District as determined by the Board.

5. **COMPENSATION.** The salary payable to the Superintendent under this contract shall be as follows:
- A. **School Year 2008-2009** -- For the **2008-2009** school year the Superintendent shall be paid a base salary which is equal to Superintendent's base salary for School Year 2007-08, as set forth above, plus an increase which shall be calculated by multiplying the Superintendent's base salary for School Year 2007-08 by the percentage increase in the salary for teachers in the District approved by the Board for School Year 2008-09. Such increase shall not include any percentage increase derived from step increases contained in the District's pay schedules.
6. **EVALUATION.** The Board shall devote a portion, or all, of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his performance. The Board shall determine the appropriate method for evaluation of the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.
7. **BENEFITS.** In addition to the compensation and other benefits provided for herein, the Superintendent shall be entitled to the following benefits:
- A. **INSURANCE BENEFITS.** The Superintendent shall be entitled to all of the insurance benefits applicable to certificated employees in accordance with the District's plans for such insurance benefits, including the following:
- (1) Board paid medical insurance for employee
  - (2) Life insurance for not less than \$15,000 in death benefits.
- B. **VACATION.** The Superintendent shall be entitled to 3 weeks (15) days paid vacation during each school year of this contract exclusive of weekends and legal holidays. Any accumulated vacation days remaining upon termination of the Superintendent's employment shall be paid to the Superintendent at the per-diem rate of 1/240 multiplied by the annual salary then payable to the Superintendent.
- C. **EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the District for reasonable and necessary expenses incurred in the performance of his duties. The Superintendent shall submit appropriate substantiation of all business expenses incurred.
- D. **DEFENSE AND INDEMNIFICATION.** 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, and/or in his official capacity as agent and employee of the Board, provided that the incident arose while the Superintendent was acting within the course and scope of the Superintendent's employment. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

conducted in a closed executive session of the Board, unless otherwise provided by mutual the Contract of the parties or required by law.

- F. DEATH OF THE SUPERINTENDENT.** This Contract shall terminate upon the death of the Superintendent.
- G. SATISFACTION OF CONTRACT.** The Board may, at any time, completely discharge its obligations under this First Extension Agreement, and terminate the Contract and the employment of the Superintendent, by paying to the Superintendent all of the salary to which the Superintendent is entitled (as set forth in paragraph 5 of this Contract) for the remainder of the Term of the Contract, subject to deductions required by law. In the event the base salary for school year 2008-09 has not been determined when the Board elects to discharge its obligations hereunder, for purposes of this paragraph only, the Superintendent's compensation shall be determined by using the Superintendent's base salary at the time of the Board's decision to discharge its obligations ("Current Salary"), plus an increase which shall be calculated by multiplying the Current Salary by the most recently approved percentage increase in the salary for teachers in the District. Such increase shall not include any percentage increase derived from step increases contained in the District's pay schedules.
- 9. 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 other work does not, in the Board's opinion, interfere in a material and/or substantial way with the Superintendent's obligations set forth in this contract. Such other work is, at all times, subject to the approval of the Board. The Superintendent shall obtain prior approval from the Board before beginning such other work.
- 10. CONTRACT EXTENSION.** Prior to the end of the Term of this Contract, the Board may elect to extend this First Extension Agreement for one or more additional School Years. At no time shall the First Extension Agreement or any extensions or additions thereto exceed a term of three (3) years in duration.
- 11. GENERAL PROVISIONS**
- A. SAVINGS CLAUSE.** If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract shall not be affected by such a ruling and shall remain in full force and effect.
- B. BINDING EFFECT AND BENEFITS.** This Contract shall be binding upon, and shall inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, personal representatives, successors and assigns.
- C. AMENDMENTS.** This Contract may not be altered, amended or modified except pursuant to a written instrument executed by all the parties hereto.

- D. **ENTIRE CONTRACT.** This Contract constitutes the entire understanding of the parties as to the matters and Term specified herein, and supersedes any and all understandings or Agreements, if any, oral or written, between the parties relating to the subject matter hereof. There are no understandings, representations, agreements, promises or covenants other than those included herein which cover the subject matter and Term described herein.
  
- E. **GOVERNING LAW.** This Contract shall be construed and interpreted in accordance with, and governed by, the laws of the State of Missouri. Any action to enforce this Contract shall be brought in Barry County (Missouri) Circuit Court or in the United States District Court for the Western District of Missouri, Southern Division in Springfield, Missouri.
  
- F. **NO ASSIGNMENT.** This Contract, and all rights and obligations herein, may not be assigned or delegated by a party without the prior written consent of the other party, which consent may be granted or withheld in that party's sole and absolute discretion.

**BY ORDER OF THE BOARD OF EDUCATION,** the Board President and Secretary have affixed their signatures below to confirm that the District, by majority vote of the Board of Education, has approved this contract; and by affixing his signature below, the Superintendent has accepted this contract.

**SCHOOL DISTRICT**

By: \_\_\_\_\_  
 President, Board of Education Date

Attest: \_\_\_\_\_  
 Secretary, Board of Education Date

**SUPERINTENDENT**

\_\_\_\_\_  
 Date