

**CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
SWEET SPRINGS R-VII SCHOOL DISTRICT**

This agreement is entered this 11th day of January 2007 between the Board of Education of the Sweet Springs R-VII School District and Boyd Jones (Superintendent).

1. **TERM.** The District agrees to employ the Superintendent, and the Superintendent agrees to accept such employment as superintendent of the District's schools, for a period of the following school years, from July 1, 2007 through June 30, 2010, subject to the provisions of this agreement.
2. **SUPERINTENDENT'S DUTIES.** The superintendent shall at all times during the term of this agreement possess a valid certificate enabling him to serve as a superintendent of schools in the state of Missouri.

The Superintendent shall have responsibility for the administration of the schools of the District under the direction of the Board of Education, and shall act as chief executive officer of the district. As such, he shall be directly responsible for the selection, direction and assignment of the administrative staff, 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 of Education. 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; recommend necessary additions or changes; and perform other administrative duties that are incidental to the position of superintendent or that may be assigned by the Board of Education.

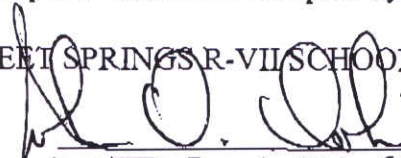
3. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of the Missouri Association of School Administrators, including the local organization. The Superintendent may become a member of such organizations as he may deem appropriate at District expense, with board approval and within amounts budgeted for such purposes if, in his discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include amounts necessary for purposes of this paragraph.
4. **COMPENSATION.** The salary to the Superintendent under this agreement for the 2007-2008 school year shall be seventy-nine thousand two hundred and forty dollars (\$79,240). The salary to the Superintendent under this agreement for the 2008-2009 and 2009-2010 school years shall be not less than seventy-nine thousand two hundred and forty dollars (\$79,240). The salary shall be payable in equal installments on a monthly basis and subject to all deductions required by law.
5. **EVALUATION.** The Board of Education shall devote a portion of one meeting annually to a discussion with the Superintendent of an evaluation of his performance under the applicable guidelines for performance based evaluation.

6. **TERMINATION-DISABILITY.** In the event of disability by illness or incapacity of the Superintendent after his sick leave has been exhausted, his compensation shall be reinstated after he has returned to employment and undertaken the full discharge of his duties. The District may terminate this contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and he has been absent from his employment for whatever cause for an additional continuous period of three (3) months. All obligations of the District under this agreement shall cease upon such termination. If a question exists concerning the capacity of the Superintendent to return to his duties the District may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The District and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The physician shall limit the report to the issue of whether the Superintendent has continuing disability, which prohibits him from performing his duties.
7. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certified employees, and in addition shall be entitled to the following benefits:
- 1) Vacation. The Superintendent shall be entitled to fifteen (15) days paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Unused vacation days shall be converted into accumulated sick leave.
 - 2) Defense and Indemnification. The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that become personally responsible for any obligation to the Superintendent under this paragraph.
 - 3) Additional Stipend. The Board of Education shall pay an additional stipend equal to the cost of employee health insurance to the Superintendent. These shall be paid in monthly installments to the Superintendent for the remainder of this contract.
8. **BUYOUT CLAUSE.** If the Superintendent wishes to be released from a signed contract from June 1, 2007 through July 31, 2007 or from June 1, 2008 through July 31, 2008 or from June 1, 2009 through July 31, 2009 the fee charged for said release will be \$7,500. If the Superintendent wishes to be released from a signed contract from August 1, 2007 through May 31, 2008 or from August 1, 2008 through May 31, 2009 or from August 1, 2009 through May 31, 2010 the fee charged for said release will be \$5,000.


BOARD AUTHORIZATION AND SIGNATURES.

BY ORDER OF THE BOARD OF EDUCATION. The District has approved this contract by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below.

SWEET SPRINGS R-VII SCHOOL DISTRICT

By: 
President, Board of Education

4-12-07
Date

Attest: 
Secretary, Board of Education

4/12/07
Date


Superintendent of Schools

4-9-07
Date