

## **SUPERINTENDENT CONTRACT**

This contract (the "Contract") is entered this 9<sup>th</sup> day of January, 2023, by and between the Board of Education of Columbia School District No. 93 ("Board" or "District") and Dr. Harold Brian Yearwood ("Superintendent") in accordance with actions taken, as reflected in the minutes of the meeting held on January 9th, 2023.

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 approximately 36 months from July 1, 2023 through June 30, 2026; subject to the provisions of this Contract.
  
2. **COMPENSATION.** The annual salary payable to the Superintendent shall be as follows:
  - a. Superintendent shall receive a total annual salary for the 2023-2024 school year (July 1, 2023 through June 30, 2024) in the amount increased not less than one percent (1%) nor more than ten percent (10%) of Superintendent's salary for the 2022-2023 school year, with the amount of such increase being based upon the Superintendent's performance and the District's financial condition, as determined by the Board of Education, in its judgment and at its sole discretion. As determined by the Board, the percentage increase in the Superintendent's salary from the 2022-2023 school year to the 2023-2024 school year shall not exceed the average percent increase received by District professional teaching staff for the 2023-2024 school year. The Superintendent salary for the 2023-2024 will be set by the Board prior to July 1, 2023, and the amount will be included as an addendum to this Contract. This amount is to be paid monthly in twelve equal installments, less all legally required and permissible deductions and withholdings, or as otherwise provided by Board of Education policy and/or procedure.
  
  - b. Superintendent's salary for the 2024-2025 school year (July 1, 2024 through June 30, 2025) shall be increased by not less than one percent (1%) nor more than ten percent (10%) of Superintendent's salary for the 2023-2024 school year, with the amount of any such increase being based upon the Superintendent's performance and the District's financial condition, as determined by the Board of Education, in its judgment and at its sole discretion. Compensation shall be paid monthly in twelve equal installments, less all legally required and permissible deductions and withholdings, or as otherwise provided by Board of Education policy and/or procedure.

- c. Superintendent's salary for the 2025-2026 school year (July 1, 2025 through June 30, 2026) shall be increased by not less than one percent (1%) nor more than ten percent (10%) of Superintendent's salary for the 2024-2025 school year, with the amount of any such increase being based upon the Superintendent's performance and the District's financial condition, as determined by the Board of Education, in its judgment and at its sole discretion. Compensation shall be paid monthly in twelve equal installments, less all legally required and permissible deductions and withholdings, or as otherwise provided by Board of Education policy and/or procedure.

**3. SUPERINTENDENT'S DUTIES.** The Superintendent shall be responsible 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. The Superintendent shall administer, enforce, and comply with the policies, rules, regulations and procedures of the District, as they currently exist or shall hereafter be amended, and with state and federal law. The Superintendent shall recommend necessary additions or changes to District policies, regulations, and procedures, and shall perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board. The policies and regulations of the District, as they currently exist or hereafter may be amended are made part of this Contract.

The Superintendent acknowledges that one of the essential duties of this position is positive communication with the community. Any activity, criminal or otherwise, that becomes known to the District after entering into this Contract or that occurs after entering into this Contract that inhibits the Superintendent's ability to effectively serve as a leader in the school community or in the community at large will be grounds for termination.

**4. CERTIFICATION.** The Superintendent shall at all times during the term of this Contract possess a valid certificate enabling him/her to serve as a superintendent of schools in the State of Missouri. The Superintendent will maintain such certification while he/she serves as Superintendent of Schools. Failure to maintain such certification shall render this Contract void and of no effect, as of the date that such certification expires, is suspended or revoked, or otherwise ceases to be in full force and effect.

**5. BACKGROUND CHECK.** The Superintendent understands that his/her employment by the Board is contingent upon maintenance of satisfactory criminal and child abuse/neglect records reports. In the event this Contract constitutes Superintendent's initial employment with the District or a return to employment with the District following any period of separation from the District other than a leave approved by the Board, the criminal background check shall include an FBI fingerprint check, in accordance with Missouri law. A report that in the judgment of the Board is unsatisfactory shall constitute good cause for termination of this Contract. In addition, the Board may require the Superintendent to submit to additional criminal background checks throughout the term of this Contract. If the District receives a report that is considered unsatisfactory, as determined in the sole discretion of the Board, this Contract shall be immediately void.

The Superintendent shall also immediately notify the Board of any arrests, charges, pleas, convictions and/or sentences, or suspended imposition of sentences, that occur after the dates of the foregoing criminal and child abuse/neglect record checks.

6. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, and the American Association of School Administrators, at District expense. The Superintendent may become a member of other 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. The annual budget submitted by the Superintendent shall include such amounts.

7. **EVALUATION.** The Board shall devote a portion or all of one meeting during each contract year to a discussion regarding the working relationship between the Superintendent and the Board and the Superintendent's 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.

8. **OTHER WORK.** The Superintendent agrees to devote his or her full time, skill, labor, and attention to serving as a superintendent in the District during the term of this Contract, and will not engage in any pursuit that interferes with the proper discharge of his or her administrative duties. The Superintendent may not undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations without prior approval from the Board.

9. **OWNERSHIP OF INTELLECTUAL PROPERTY.** The Superintendent may trademark, patent, copyright or claim ownership interest in any inventions, publications, ideas, processes, compositions, programs, images or other intellectual property created by the Superintendent in his personal capacity and on his personal time, rather than as an employee of the District. The District will not pay royalties, licensing fees or other fees to Superintendent or businesses with which he is associated for the use of intellectual property created by Superintendent in his employment capacity, unless authorized by the Board of Education.

10. **BENEFITS.** The Superintendent shall receive benefits afforded to other certificated employees of the District unless otherwise specified below. Any improvements in fringe benefits provided to other certificated employees will automatically apply to the Superintendent unless a specific provision below addresses such benefit. The Superintendent shall be entitled to the following benefits:

(A) **LEAVE.**

1. The Superintendent is entitled to receive 20 days of paid vacation during each school year of this contract, exclusive of weekends and the holidays

set forth in the school calendar adopted or modified by the Board of Education. Vacation days are cumulative to a maximum of 36 days. The Superintendent will be compensated for unused vacation days at his daily rate of pay upon the end of the Superintendent's employment relationship with the District.

2. The Superintendent shall be entitled to personal days according to Policy GCBDA.
3. The Superintendent shall be entitled to sick leave per Policy GCBDA.

**(B) 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/her individual capacity, and/or in his/her 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, excluding criminal proceedings and any defense or indemnification that the District cannot provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

**(C) EXPENSES.** The Superintendent shall be reimbursed by the Board of Education for actual reasonable and necessary expenses incurred in the performance of duties. The Superintendent is required to submit requests for reimbursement to the Board Secretary on a monthly basis and provide documentation of expenses as requested by the Board of Education. Expense reimbursement will be included in taxable income as required by law.

**(D) INSURANCE.** The Superintendent shall be entitled to all of the insurance benefits applicable to full-time certificated employees in accordance with the District's policies and/or procedures.

**(E) ANNUITY.** The District, in addition to the Superintendent's base salary as detailed in section 2 of this Contract, will contribute \$7500.00 to a tax-sheltered annuity each school year during the term on this Contract selected by the Superintendent. The annual contribution to the annuity shall be paid in equal monthly installments during each school year during the term on this Contract.

**11. ATTENDANCE.** The Superintendent shall keep a record of his/her attendance and shall designate each day of absence as a vacation day, personal, a sick day, or a professional development day. This record shall be provided to the Board Secretary on a monthly basis. Days that the Superintendent is attending a function as a representative of the District will not be counted as a day of absence.

**12. TERMINATION - DISABILITY.** In the event an illness, accident, disability, or other incapacity renders the Superintendent unable, with or without reasonable accommodation, to perform one or more of the essential duties required under this Contract, and following the expiration of any period of leave required by law, Board policy, or under

this Contract, including (a) any paid sick leave days or other regular leave days to which the Superintendent is entitled by Board policy, and (b) any additional period of paid leave, if necessary, so that the total period of paid leave terminates effective (i) with the payment of benefits under any policy of disability insurance provided under this Contract, or (ii) six months from the date that the disabling condition caused the Superintendent to become unable to perform the essential duties required under this Contract – whichever period is shorter – the Board may terminate this Contract, after notice and an opportunity for the Superintendent to be heard as required by law.

**13. TERMINATION - FOR CAUSE.** This Contract may be terminated during its term for cause, which shall be defined to include, but shall not be limited to, the following: (a) neglect of duties and responsibilities; (b) poor performance, incompetence, or inefficiency in the line of duty; (c) failure to comply with or enforce policies and/or rules and regulations of the Board; (d) failure to comply with directives of the Board; (e) failure to abide by federal law and/or the laws of the State of Missouri; (f) immoral conduct; (g) material breach of this Contract; or (h) any other good or just cause, as defined by Missouri law.

Prior to discharge for neglect of duties and responsibilities, poor performance, failure to comply with directives of the Board, incompetence or inefficiency, the Superintendent shall be given written notice of causes that may result in termination or inefficiency and an opportunity to address the problem at least forty-five (45) days before the Board initiates termination procedures.

Prior to discharge, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board as required by law. If the Superintendent chooses to be represented by legal counsel at such hearing, he/she shall bear any costs attendant to such representation. Such hearing shall be conducted in closed, executive session unless otherwise provided by mutual agreement of the parties or otherwise required by law.

**14. TERMINATION - MUTUAL AGREEMENT.** This Contract may be terminated by mutual agreement of the parties at any time. If the Superintendent seeks to resign before the end of the term of this Contract the Board may negotiate with the Superintendent a settlement amount in consideration for agreement to release the Superintendent from the contractual obligations. The agreement, if reached, will be subject to the writing and all other formalities required for a school district contract. However, the Board is not obligated to release the Superintendent from the Contract and the Board may decide to enforce the Contract. If no agreement is reached and the Superintendent decides to breach the Contract, the Board may pursue any lawful remedies and exercise any lawful rights including but not limited to monetary damages and an action to seek revocation of the Superintendent's certificate of license to teach.

**15. SATISFACTION OF CONTRACT.** The Board may completely discharge its obligations under this Contract at any time by paying to the Superintendent all of the Contract salary to which the Superintendent is entitled for the remainder of the Contract period, subject to deductions required by law.

**16. RETIREMENT.** The Superintendent may, by giving 10 months' written notice to

the Board prior to the end of any fiscal year, retire effective upon completion of such fiscal year and this Contract shall terminate at such time. The parties may mutually agree to a shorter notice period.

**17. CONTRACT EXTENSION.** By February 15 of each school year that this Contract remains in effect, the Board shall notify the Superintendent whether it intends to extend this Contract for an additional school year after the end of the then-current term. After the Board's determination of the Superintendent's salary for the next school year, if applicable, the terms of any extension shall be approved and reduced to writing by means of an addendum to this Contract or by a new contract.

**18. DEDUCTIONS.** The Superintendent authorizes the District to withhold any amounts owed to the District from the Superintendent's paycheck or any other type of payment provided the Superintendent by the District, including but not limited to liquidated damages when applicable, unpaid lunch amounts, and payment for unreturned property.

**19. GOVERNING LAW.** The provisions of this Contract will be governed by the laws of the State of Missouri.

**20. SEVERABILITY.** If it is determined at any time that any provision of this Contract is illegal or unenforceable, it is the intention of all parties that the remaining terms hereof shall not be affected.

**21. ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Superintendent and the District, and supersedes all prior understandings, agreements and contracts, whether oral or written, between the parties. Any amendments or modifications to this Contract must be in writing and signed by the parties.

**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 or her signature below, the Superintendent has accepted this Contract.

BOARD OF EDUCATION, COLUMBIA SCHOOL DISTRICT NO. 93

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

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

SUPERINTENDENT

By:

\_\_\_\_\_  
Dr. Harold Brian Yearwood

\_\_\_\_\_  
Date