

**ASH GROVE R-IV SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT CONTRACT**

Between Don F. Christensen and the Ash Grove R-IV School District this contract made and entered into this 28th day of January, 2008, by and between the Governing Board of the Ash Grove R-IV School District, hereinafter referred to as the "District" and Don F. Christensen hereinafter referred to as the "Superintendent".

Whereas, the District desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the School, which the District believes improves the quality of its overall educational program, and Whereas, the District, and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and he his administrative functions in the operation of the School and its education programs.

Now, therefore, the District and the Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The District, in consideration of the promises, herein contained, of the Superintendent hereby employs, and the Superintendent hereby accepts employment as the Superintendent of Schools for a term commencing July 1, 2008, and ending June 30, 2010.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT

CERTIFICATION

The superintendent shall hold a valid certificate issued by the State Board of Education.

DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the Board. He (she):

Shall be the chief executive officer of the Board;

Shall direct and assign teachers and other employees of the schools under his supervision;

Shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District subject to the approval of the Board;

Shall select all personnel subject to the approval of the Board;

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DUTIES CONTINUED

Shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the school district, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board.

The Superintendent shall attend all open Board meetings and all Board and Citizen committee meetings, serve as an ex-officio member of School Board Committees as directed, and provide administrative recommendations on each item of business considered by each of these groups. The Superintendent shall comply with all applicable laws and shall notify the board in a timely fashion of its legal duties and obligations.

The Board individually and collectively, shall promptly refer all criticisms, complaints, and suggestions, called to its attention to the Superintendent for study and recommendations.

OUTSIDE ACTIVITIES

The Superintendent shall first devote his time attention and energy to the business of the school district. However, he may with Board approval, serve as a consultant to other districts or education agencies, lecture, engage in writing activities, speaking engagements, and engage in other activities which are of short-term duration at his discretion. Such activities which require the superintendent to be absent from the school district for more than three (3) full working days shall be reported to the Board for approval prior to the activity. The superintendent may at his option, and with the approval of the Board of Education, continue to draw a salary while engaged in the outside activity as described above. In such cases, honoraria paid to the Superintendent in connection with these activities shall be transferred to the District. If the Superintendent chooses and with Board approval to use vacation leave to perform outside activities, he may retain any honoraria paid. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.

PROFESSIONAL GROWTH OF THE SUPERINTENDENT

The District encourages the continuing professional growth of the Superintendent through his participation as he might decide in light of his responsibilities as Superintendent in the operations, programs, and other activities conducted or sponsored by the local, state, and national school administrator and school board associations. Seminars and courses offered by public and private educational institutions. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District. **In its encouragement the District shall permit a reasonable amount of release time for the Superintendent as is mutually acceptable to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by the Board and is in the approved annual budget.**

COMPENSATION

Salary

The Superintendent's Salary as follows:

1. 2007-2008 school year, the salary was \$88,500
2. 2008-2009 school year, the salary shall be the 2007-2008 salary; plus, the same percentage of increase as the other administrators in the district for the 2008-2009 school year

VACATION AND OTHER BENEFITS

The Superintendent shall be entitled to all benefits applicable to twelve month administrative employees as are incident to their employment relationship with the District, including but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, and other administrative employee benefits, including but not limited to:

1. 15 days paid vacation annually;
2. 12 sick days;
3. 4 personal days per year;
4. Board paid family medical health insurance;
5. Mileage for out-of-district related travel reimbursed at the Board approved district rate per mile; plus, \$1,500 for in-district travel
6. Life Insurance in the amount of \$500,000.

The district shall pay the Superintendents membership charges to the American Association of School Administrators (AASA), the Missouri Association of School Administrators (MASA), and other professional association memberships as approved by the District.

RESIDENCY

The Superintendent agrees to establish and maintain a legal residency within the boundaries of the Ash Grove R-IV School District.

PROFESSIONAL LIABILITY

The District agrees that it shall provide insurance coverage to 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, or in his official capacity as agent and employee of this District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the School Board to provide under State

Law. In no case will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

If in the good faith opinion of the Superintendent, conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage counsel to represent his interests.

The District shall not however be required to pay any costs of any legal proceedings in the event the District and the Superintendent have adverse interest in such litigation.

TERMINATION OF THIS CONTRACT

This employment contract may be terminated by:

1. Mutual agreement of the parties.
2. Retirement of the Superintendent.
3. Disability of the Superintendent.

In the event of disability by illness of incapacity, after the Superintendent's sick leave, vacation and personal days have been exhausted compensation may be suspended. The compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of his duties. The District may terminate this contract by written notice to the Superintendent after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional continuous period of 180 days. All obligations of the District shall cease upon such termination.

If a question exists concerning the capacity of the Superintendent to perform his duties the District may require the Superintendent to submit to an 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 examination shall be at the expense of the District. The physician shall limit his report to the issue of whether the Superintendent has a continuing disability which prohibits him from performing his duties.

4. Discharge for Cause

Discharge for cause shall constitute conduct which is seriously prejudicial to the District, including but not limited to, neglect of duty, breach of contract, or any cause for which the employment of a permanent teacher may be terminated. Notice of charges and of the opportunity for a hearing shall be given in writing and the Superintendent shall be entitled to appear before the Board to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed session. The Superintendent shall be provided a written decision describing the results of the meeting. the Superintendent may be suspended with pay

pending the board's final decision. If discharged for cause, no further amount shall be due under the contract.

The District may completely discharge its obligations under this agreement at any time by paying to the superintendent an amount the District and the Superintendent have mutually agreed upon.

The Superintendent may request to be released from this agreement, and the District may grant such request upon payment of an amount the District and the Superintendent have mutually agreed upon.

SAVINGS CLAUSE

If during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

IN WITNESS WHEREOF THE DISTRICT has caused this Employment Contract to be approved by a duly authorized officer and Superintendent has approved this Employment Contract effective on the day and year specified herein.

Superintendent

Don F. Christensen

Ash Grove R-IV School District

BY

President

Secretary

This employment Contract was approved by vote of the Ash Grove School Board at a public meeting duly held on January 28th, 2008 and has been made a part of the minutes for that meeting.