

**CARTHAGE R-9 SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOL'S EMPLOYMENT CONTRACT**

The Employment Contract, made and entered into this 13th day of December, 2007, by and between the Board of Education of the Carthage R-9 School District, Carthage, Missouri hereinafter referred to as District, and Dr. Blaine Henningsen, hereinafter referred to as Superintendent.

WHEREAS, the District desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which the District believes generally improves the quality of its overall educational program; and

WHEREAS, the District and the 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 administrative functions in the operation of the education program of the schools;

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 Superintendent, hereby employs, and the Superintendent hereby accepts employment as Superintendent of the Carthage R-9 School District for a term commencing July 1, 2008 for a period of 36 months, and ending June 30, 2011.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT.

A. CERTIFICATION. The Superintendent shall hold a valid superintendent's certificate issued by the State Board of Education.

B. DUTIES. The Superintendent shall have charge of the administration of the schools under the direction of the Board. He 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; 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 from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation. Unless otherwise approved 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.

C. **OUTSIDE ACTIVITIES.** The Superintendent shall devote his time, attention and energy to the business of the school district. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities, speaking engagements, and other activities which are of a short-term duration, at his discretion. All such activities which require the Superintendent to be absent from the school district shall be reported to the Board for approval.

3. **PROFESSIONAL GROWTH OF 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:

- a) the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- b) seminars and courses offered by public and private educational institutions; and
- c) 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 he deems appropriate, to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by the District in the annual budget.

4. **COMPENSATION.**

A. The Superintendent's base salary for the 2008-09 school year will be One Hundred Forty-five Thousand Dollars (\$145,000) such sum to be paid in twelve (12) monthly installments in accordance with the policy of the Board. The salary for the second year and third year shall be based upon the Superintendent's performance, and the financial condition of the District, but shall be within a range of One Hundred and Forty-five Thousand Dollars (\$145,000) through One Hundred and Fifty-five Thousand Dollars (\$155,000).

5. VACATION AND OTHER BENEFITS.

A. The Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employecs as are incident to their employment relationship with the District, including but not limited to, retirement program, \$100,000.00 term life insurance, board paid medical insurance for himself, his spouse, and his dependents, sick leave, as provided by Board policy, and 20 days annual vacation. Vacation time shall be taken within twelve months of the year in which it is earned and shall not be cumulative.

B. The District shall pay the Superintendent's membership charges to the American Association of School Administrators, the Missouri Association of School Administrators, and annual dues for civic organizations approved by the Board.

6. EXPENSES.

The District shall pay or reimburse monthly the Superintendent for actual expenses incurred by the Superintendent in the performance of his duties whether incurred inside or outside the District, subject to submission and approval of receipts. The Board shall reimburse the Superintendent for usc of his automobile at the IRS rate for use in carrying out his duties of Superintendent.

7. MOVING EXPENSES.

The Board shall reimburse the Superintendent for the reasonable costs of relocation to the Carthage R-9 School District. The Superintendent is required to reside within the District. Superintendent to solicit three (3) bids for moving expenses and submit to Board for selection and approval.

8. PROFESSIONAL LIABILITY.

A. The District agrees that it 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, or in his official capacity as agent and employee of the 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. The District will not pay any costs or provide legal defense in any legal proceedings where the District and the Superintendent are on opposing parties in the litigation.

B. In the event a conflict exists between the legal position of the Superintendent and the legal position of the District in any litigation which they are co-defendants and are covered by the terms of paragraph 8(a) herein, the Superintendent may engage counsel to represent his interest at District expcncs. Where insurance coverage exists for such claims, the insurance

carrier, in consultation with the Superintendent and the Board, will decide whether a conflict exists and will provide for the cost of separate counsel. When coverage is not available, the District Legal Counsel, in consultation with the Superintendent and the Board, may reasonably and in good faith decide whether a legal conflict exists. In such cases, the District will provide the cost of the Superintendent's defense.

9. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement of the Superintendent.
- C. Disability of the Superintendent.

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 has been absent from his employment for whatever cause for an additional continuous period of ninety (90) days. All obligations of the District 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 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. The decision of the District will be final.

- D. 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.

In the event that the Board terminates the contract under clause E, the requirement of the hearing before the Board shall not apply.

E. Termination with Superintendent's Concurrence.

The District may propose to terminate this employment contract upon ninety (90) days written notice to Superintendent. If the Superintendent concurs in writing with such decision, the District shall pay to the Superintendent, as severance pay, ninety (90) days salary and the value of all accrued benefits through the end of the ninety (90) day period.

F. The District may completely discharge its obligations under this agreement at any time by paying to the Superintendent all of the contracted salary and the current value of all benefits to which the Superintendent is entitled for the remainder of the contract term, subject to deductions required by law.

10. EVALUATION

The Board of the District shall devote a portion or all of one meeting, at least annually and preferably in January, to an evaluation of the Superintendent's performance and a discussion with the Superintendent of the working relationship between the Superintendent and the Board of the District. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an on-going basis.

11. RENEWAL OF CONTRACT

No later than the Board of Education's regular meeting in January of each contract year, renewal of the Superintendent's Employment Contract shall be considered and a decision rendered on whether to extend the contract term for one additional contract year. The Board of Education may contract with the Superintendent for an additional year(s) with contract terms agreeable to both parties. The Superintendent shall return the signed contract no later than 15 calendar days following said offer.

12. SAVINGS CLAUSE

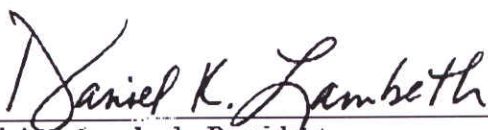
If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

SUPERINTENDENT



 Dr. Blaine Henningsen

CARTHAGE R-9 SCHOOL DISTRICT



 Daniel K. Lambeth, President
 Board of Education

