

## SUPERINTENDENT'S CONTRACT

This contract is entered this 16th day of January, 2008, between the Board of Education of the Cole County R-V School District ("Board or District") and **MARK BLYTHE** ("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, 2011.**

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. Accordingly, the Superintendent shall be responsible (a) for making recommendations regarding the selection, and for the direction and assignment, of the teachers and other employees in the District in the manner that most efficiently and effectively accomplishes the educational mission of the district, and (b) 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 school in the state of Missouri, and shall perform his duties and supervise the employees and students of the District in a manner that is consistent, and in full compliance, with such laws and regulations, as they currently exist or may hereafter be modified.

The Superintendent shall administer, enforce, and comply with the policies, rules, regulations, and procedures of the District, as they currently exist or may hereafter be modified. The Superintendent shall recommend additions, deletions, or other modifications to such policies; rules, regulation, and procedures, as may be appropriate, necessary, or required by law. The Superintendent shall also perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board.

3. **CERTIFICATION.** The Superintendent agrees to obtain prior to the first day of service hereunder, and to maintain at all times during the term of this contract, a valid certificate to serve as a superintendent in the public schools of the State of Missouri. Failure to timely obtain and/or maintain certification at any time during the term of the contract shall be cause for immediate dismissal. The Superintendent acknowledges that employment by the Board is contingent upon a completed criminal background check and a completed child abuse/neglect report, all of which must be satisfactory to the Board, in its judgment and at its sole discretion. In the event this Contract constitutes the Superintendent's initial employment as Superintendent for the School 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 of Education, the criminal background check shall include an FBI fingerprint check, in accordance with Missouri law. 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, and provided the Superintendent provides the Board with documentation for expenses incurred.

5. **COMPENSATION.** The salary payable to the Superintendent under this contract for the 2008-2009 school year shall be **Ninety-Three Thousand Nine Hundred and Six dollars (\$93,906.00)**. This salary shall be paid in equal installments on a monthly basis and subject to all deductions required by law, or otherwise authorized by agreement of the Superintendent and the Board, in accordance with the law and District policy and regulations.

The salary payable to the Superintendent under this Agreement for the 2009-2010, and the 2010-2011 school years shall be not less than the previous year's salary and not more than (\$99,225), depending upon the following factors: (1) the Superintendent's performance during the 2008-2009 school year, as determined by the Board of Education in its judgment and at its sole discretion; and (2) the financial condition of the District. Salary shall be paid in equal installments on a monthly basis and subject to all deductions required by law.

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:

(1) **INSURANCE BENEFITS.** The Superintendent shall be entitled to all of the insurance benefits applicable to certificated employees in accordance with the District's plan for such insurance benefits, including the following:

- (a) **Medical Insurance;**
- (b) **Long-term disability Insurance;**
- (c) **Life insurance with not less than \$50,000.00 in death benefits;**

(2) **EXPENSE REIMBURSEMENT.** Subject to approval of the Board, 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 for all business expenses incurred.

(3) **TRANSPORTATION EXPENSE.** The Superintendent shall receive travel expenses according to Board policies and the annual school budget.

8. **TERMINATION - DISABILITY.** In the event of any illness or disability which renders the Superintendent unable to perform one or more of the essential duties required under this contract with or without reasonable accommodations, following the expiration of any period of leave required by law, and including any regular sick leave days or other regular leave days to which the Superintendent is specifically entitled, the Board may terminate this contract following notice and an opportunity for the Superintendent to be heard as required by law.

9. **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: (i) neglect of duties and responsibilities, (ii) poor performance, incompetence, or inefficiency in the line of duty, (iii) failure to comply with policies and rules and regulations of the Board; (iv) failure to comply with directives of the Board; (v) failure to abide by the laws of the State of Missouri; (vi) immoral conduct; (vii) material breach of this contract; or (viii) any other good cause as defined by Missouri law. Prior to discharge under this paragraph, 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 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.

10. **TERMINATION – MUTUAL AGREEMENT.** This contract may be terminated by mutual agreement of the parties at any time.

11. **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.

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12. **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.
13. **CONTRACT EXTENSION.** Prior to the end of each school year that this contract remains in effect, the Board may, upon request of the Superintendent, determine and notify the Superintendent whether it intends to extend this contract for an additional school year after the end of the then-current term. The Superintendent may make such request at any time after January 1 of the school year. After the Board's determination of the Superintendent's salary for the next year, the terms of the extension shall be approved and reduced to writing by means of an Addendum to this contract.
14. **SEVERABILITY.** If it is determined at any time that any provision of this contract is illegal or unenforceable, the remaining provisions shall not be affected.

**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: Curt Brubley  
President, Board of Education

5-20-08  
Date

Attest: Karen Schulte  
Secretary, Board of Education

5-20-08  
Date

SUPERINTENDENT

Mark Blythe

5-21-08  
Date



To: Audrey Spalding  
Show Me-Institute

Re: Mark Blythe

Benefits:

|                          |  |
|--------------------------|--|
| Health Insurance Benefit | \$ 325 per month   |
| Life Insurance           | \$ 50,000.00   |
| Long Term Disability     | \$ 2/3 salary after 90 days                                    |
| Vacation Time            | 17 days per year accumulate to 30                              |
| Sick Leave               | 14 days per year accumulate unlimited                          |
| Personal Leave           | 2 days per year accumulate to 7 days then rolled-over to sick. |
| Mileage                  | .40 cents mile.  |