



Post-it® Fax Note	7671	Date	6/30	# of pages	5
To	Audrey Spalding		From	Brent Blevins	
Co./Dept.			Co.		
Phone #			Phone #		

EMPLOYMENT CONTRACT BETWEEN

BRENT BLEVINS

and the

GOVERNING BOARD OF THE FORSYTH ADMINISTRATIVE UNIT
R-III SCHOOL DISTRICT OF FORSYTH, MO

The Employment Contract, made and entered into this **22nd** day of **January 2008**, by and between the Governing Board of the Forsyth Administrative Unit R-III School District, hereinafter referred to as DISTRICT, and **Brent Blevins**, hereinafter referred to as SUPERINTENDENT.

WHEREAS, DISTRICT desires to provide SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the schools which DISTRICT believes generally improves the quality of its overall educational program; and, WHEREAS, 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 administrative functions in the operation of the education program of the schools:

NOW, THEREFORE, DISTRICT AND SUPERINTENDENT, for the consideration herein specified agree as follows:

1. TERM

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

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

a. CERTIFICATION

SUPERINTENDENT shall hold a valid superintendent's certificate issued by the State Board of Education of Missouri.

b. DUTIES

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 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 criticism, complaints, and suggestions, called to its attention to the SUPERINTENDENT for study and recommendation. The SUPERINTENDENT shall have the right to 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.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

DISTRICT encourages the continuing professional growth of 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 SUPERINTENDENT to perform his professional responsibilities for DISTRICT.

4. COMPENSATION

The SUPERINTENDENT'S salary for the 2008-2009 school year shall be **\$97,125.00.**

The annual salary rate shall be paid to SUPERINTENDENT in installments of one-twelfth of the annual salary rate on the twentieth day of each month for his services rendered during the month or in accordance with the schedule of salary payments in effect for other certified employees.

DISTRICT and SUPERINTENDENT may mutually agree to adjust the salary and termination date of SUPERINTENDENT during the term of this contract, but in no event shall he be paid less than the salary he is presently receiving. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of the contract. Any adjustment in the termination date shall become part of the existing contract and shall be in the form of an amendment.

5. VACATION AND OTHER BENEFITS

- a. SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with DISTRICT, including, but not limited to, vacation and illness benefits and leaves, any other forms of insurance protection, retirement program, choice of tax-sheltered annuities and other administrative employee benefits to include board paid family health insurance.
- b. DISTRICT shall pay, 100 percent of SUPERINTENDENT'S membership in professional educational associations as approved by the board.
- c. DISTRICT shall provide SUPERINTENDENT \$100,000.00 term insurance, provided he is insurable at standard rates, during the term of this contract.
- d. DISTRICT will provide health insurance for SUPERINTENDENT and family.

6. EXPENSES

DISTRICT shall pay or reimburse SUPERINTENDENT for reasonable expense approved by DISTRICT and incurred by SUPERINTENDENT in the continuing performance of his duties at the current

reimbursement rate for all employees.

7. PROFESSIONAL LIABILITY

- a. DISTRICT agrees that it shall defend, hold harmless, and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of the DISTRICT, provided the incident arose while 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 SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.
- b. If in good faith opinion of SUPERINTENDENT, conflict exists as regards the defense to such claim between the legal position of SUPERINTENDENT and the legal position of DISTRICT, the SUPERINTENDENT may engage counsel to represent his interests.
- c. DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event DISTRICT and SUPERINTENDENT have adverse interests in such litigation.

8. MEDICAL EXAMINATION

In light of the unique nature of the professional duties of Superintendent of Schools, DISTRICT shall at its expense, provide to SUPERINTENDENT:

- a. A complete medical examination of SUPERINTENDENT, not less than one every two years and no more often than once each year. Any report of the medical examination shall be given directly and exclusively by the examining physician to the SUPERINTENDENT. The DISTRICT shall be advised in writing by the physician of the continued physical fitness of the SUPERINTENDENT to perform his duties and such report shall be confidential.

9. EVALUATION

The board shall evaluate and assess in writing the performance of SUPERINTENDENT at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to the description of SUPERINTENDENT and the goals and objectives of the DISTRICT for the year in question. The board will use the Performance-based Superintendent Evaluation Form for assessment of his performance. The board shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

At least once each fiscal year, DISTRICT and SUPERINTENDENT shall meet in closed executive session (unless specifically prohibited by State Law) for the purpose of mutual evaluation of the performance of DISTRICT and SUPERINTENDENT. In the event that the board determines the performance of the SUPERINTENDENT is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the SUPERINTENDENT. The SUPERINTENDENT shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the SUPERINTENDENT'S personnel file.

Within thirty days of the delivery of the written evaluation to the SUPERINTENDENT, the board shall meet with the SUPERINTENDENT to discuss the evaluation.

10. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

- a. Mutual agreement of the parties.
- b. Retirement of SUPERINTENDENT.
- c. Disability of SUPERINTENDENT.

In the event of disability by illness or incapacity, after SUPERINTENDENT'S sick leave has been exhausted, the compensation shall be reinstated after SUPERINTENDENT has returned to employment and undertaken the full discharge of his duties. DISTRICT may terminate this contract by written notice to SUPERINTENDENT at any time after SUPERINTENDENT has exhausted any accumulated sick leave and such other leave as may be available and been absent from his employment for whatever cause for an additional continuous period of six months. All obligations of DISTRICT shall cease upon such termination.

If a question exists concerning the capacity of SUPERINTENDENT to return to his duties DISTRICT may require SUPERINTENDENT to submit to a medical examination, to be performed by a doctor licensed to practice medicine. DISTRICT and SUPERINTENDENT shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the DISTRICT. The physician shall limit his report to the issue of whether SUPERINTENDENT has a continuing disability which prohibits him from performing his duties.

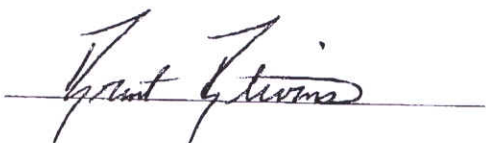
- d. Discharge for Cause
Discharge for cause shall constitute conduct which is seriously prejudicial to DISTRICT, including but no limited to, neglect of duty, or breach of contract. Notice of discharge for cause shall be given in writing and SUPERINTENDENT shall be entitled to appear before the board to discuss such causes. If 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, executive session. SUPERINTENDENT shall be provided a written decision describing the result of the meeting.
- e. Unilateral Termination by Board of Education
The board may, at its option, and by a minimum of 90 days notice, terminate this contract. In the event of such termination, the DISTRICT shall pay to SUPERINTENDENT, as severance pay, all aggregate salary he would have earned under this employment contract from the actual date of termination to the termination date set forth in this employment contract.
- f. Termination with SUPERINTENDENT'S Concurrence.
DISTRICT may propose to terminate this employment contract upon 90 days written notice to SUPERINTENDENT. If the SUPERINTENDENT concurs in writing with this decision, DISTRICT shall pay to the SUPERINTENDENT, as severance pay, all aggregate salary he would have earned under this employment contract from the actual date of termination to the termination date set forth in this employment contract. In the event the SUPERINTENDENT accepts the settlement specified above, the requirement for a hearing of the reasons for termination in closed executive session before the board, above shall be waived.
- g. Death of SUPERINTENDENT.

11. 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, DISTRICT has caused this employment contract to be approved in his behalf by a duly authorized officer and SUPERINTENDENT has approved this employment contract effective on the day and year specified in paragraph one, above.

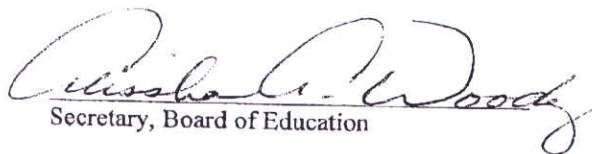
SUPERINTENDENT



GOVERNING BOARD OF THE FORSYTH
ADMINISTRATIVE UNIT R-III SCHOOL
DISTRICT, FORSYTH, MISSOURI


President, Board of Education

ATTEST:


Secretary, Board of Education

This employment contract was approved by vote of the school board at a meeting held on **January 22, 2008**, and has been made a part of the minutes of that meeting.