

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

THIS AGREEMENT made and entered into this 19<sup>th</sup> day of March, 2002, by and between Jim Hinson ("Superintendent") and the Board of Education for The School District of the City of Independence ("Board"). In accordance with its actions, as found in the minutes of the meeting held on the 10<sup>th</sup> day of June, 2008, the Board has and does hereby employ Jim Hinson as Superintendent of Schools for a period of 36 months commencing July 1, 2008 through June 30, 2011.

WITNESSETH:

I. DUTIES AND RESPONSIBILITIES

- A. Both parties agree that said employee shall perform the duties of Superintendent of Schools in and for the public schools of the Independence School District, and to serve as the Executive Officer of the Board of Education.
- B. The Superintendent agrees to devote his full time, skill, labor, and attention to his employment during the term of this Contract.
- C. The Board's goals and objectives will be formulated by the Board in consultation with the Superintendent. These goals and objectives will be reduced to writing and will be reviewed and updated periodically during the term of this contract.
- D. The Superintendent agrees to faithfully perform the duties and obligations of Superintendent of Schools as required and / or prescribed by the State of Missouri, which are existing or which may be created by the State of Missouri.
- E. The Superintendent agrees to faithfully perform the duties and obligations of Superintendent of Schools as required and/or prescribed by the

policies, rules and regulations of the Board of Education, which are existing or which may be created by the Independence School District Board of Education.

- F. The Superintendent shall perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board.
- G. The Superintendent will maintain a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri.

## II. COMPENSATION

- A. SALARY. In consideration of the duties and responsibilities set forth in paragraph 1 above, the Board agrees to pay to the Superintendent:
  - 1. A salary of Two Hundred Thousand and No/100 Dollars (\$200,000.00) for the 2008 – 2009 school year.
  - 2. A salary of between Two Hundred Thousand and No/100 Dollars (\$200,000.00) and Two Hundred Ten Thousand and No/100 Dollars (\$210,000.00) for the 2009 – 2010 school year, the exact amount to be based upon the Superintendent's performance during the 2008 – 2009 school year.
  - 3. A salary of between Two Hundred Thousand and No/100 Dollars (\$200,000.00) and Two Hundred Ten Thousand and No/100 Dollars (\$210,000.00) for the 2010–2011 school year, the exact amount to be based upon the Superintendent's performance during the 2009 – 2010 school year.
  - 4. Salary shall be paid in equal installments on a monthly basis and subject to all deductions required by law.
  - 5. The District will also provide Thirty Thousand Dollars (\$30,000.00) annually as a tax-sheltered annuity or investment of Superintendent's choosing for the length of the Superintendent's contract.

## III. BENEFITS

- A. HEALTH INSURANCE. The Board of Education shall provide and pay for the cost of participation of the Superintendent, the Superintendent's

spouse, and eligible dependents in any plan of group health, dental and vision insurance provided by the District.

- B. SICK DAYS. The Board of Education shall provide the Superintendent with thirteen (13) days of sick leave annually. The Superintendent will be allowed to accumulate up to one hundred (100) days of sick leave. Upon termination or retirement, the Superintendent will be reimbursed for accumulated sick days at the rate of Fifty and No/100 Dollars (\$50.00) per day.
- C. TRANSPORTATION. In light of the unique nature of the professional duties of the Superintendent, the Board shall provide a vehicle and an allowance for associated costs for the Superintendent's use. The Superintendent, through payroll deduction, shall reimburse the District for personal use of the vehicle at the rate of \$108.00 per month. The District will pay the Superintendent Seven Thousand Three Hundred Fifty-Four Dollars and Sixty-Seven Cents (\$7,354.67) annually as an automobile allowance. Said amount shall be paid at the rate of Six Hundred Twelve Dollars and Eighty-Nine Cents (\$612.89) per month.
- D. PROFESSIONAL GROWTH/PROFESSIONAL DUES. The Board encourages the Superintendent to join local, state and national professional organizations related to the Superintendentcy. In addition, the Superintendent will be encouraged to attend appropriate professional meetings at the local, state and national level. The District shall pay direct or reimburse the Superintendent for the reasonable costs of such memberships and meetings as approved by the Board.
- E. ADDITIONAL EXPENSES. In addition to salary, fringe benefits set forth above, and other compensation, the Board agrees to assist the Superintendent with expenses such as contributions made for School District employee dinners, receptions, and miscellaneous expenses; fund

raising solicitations; expenses for his spouse or significant other at school-related dinners, receptions, etc. The District shall pay direct or reimburse the Superintendent for reasonable and necessary costs in the amount of \$3,600 associated with performance of his duties annually. These are expenditures expected of the Superintendent in relation to his involvement in the community.

#### IV. EVALUATION

- A. **PERFORMANCE EVALUATION.** The Board of Education shall devote a portion of, or all of one meeting during November of each contract year, to a discussion of the working relationship between the Superintendent and the Board, and concerning the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis. The Superintendent will receive a written evaluation from the Board at least once annually. In addition, the Superintendent shall have the right to make a written response to his evaluation and have the right to meet with the Board to discuss his evaluation.
- B. **MEDICAL EXAMINATION.** The Superintendent does hereby agree to have a comprehensive medical examination not less than once every two years, and not more often than once each year, that a statement certifying the physical competency of the Superintendent shall be filed with the Secretary of the Board of Education and treated as confidential information by the Board, and the cost of said medical examination shall be paid by the Board.

#### V. TERMINATION

- A. **INCAPACITY / DISABILITY.** Should the Superintendent be unable to

perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more than ninety (90) consecutive days, until the Long-Term Disability Insurance becomes effective, or if said disability is permanent, irreparable, or of such a nature as to make the performance of his duties impossible, the Board may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations hereof shall terminate. However, in the event of such disability during this term of his contract, the Superintendent will be paid full salary for the first one hundred twenty (120) days of disability and half pay for the following sixty (60) days of disability less sums paid under the School District's disability insurance policy.

- B. TERMINATION - FOR CAUSE. This contract may be terminated, following written notice and an opportunity for a hearing, for cause, including failure to comply with the terms of this contract or any cause for which the contract of a permanent teacher may be terminated. Except in the case of alleged immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected, at least sixty days before charges are filed, and an opportunity to address the problem areas identified in the written notice. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law. The Superintendent retains the right to pursue any and all remedies available, including legal remedies, should the Board pursue termination of this Agreement.

## VI. PROFESSIONAL LIABILITY / INDEMNIFICATION

- A. 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 individual capacity or in his official capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was acting with the scope of his employment.

VII. CONTRACT RENEWAL / EXTENSION

- A. Renewal of the Superintendent's Contract shall be considered and a decision made to offer, or not to offer, an additional contract year, which would begin upon conclusion of this Contract. This decision will be made at the Board of Education's regular meeting in December during each contract year. The Board of Education may contract with the Superintendent for an additional year(s) under terms agreeable to both parties.

VIII. SEVERABILITY

- A. If it is determined at any time that any of the provisions of this contract are illegal or enforceable, the remaining terms shall not be affected.

By order of the Board of Education, the District has approved this contract by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by signing below.

THE SCHOOL DISTRICT OF THE CITY OF INDEPENDENCE

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Jim Hinson  
SUPERINTENDENT

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Date

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Blake Roberson, President  
Board of Education

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C. Annette Miller, Secretary  
Board of Education