

EMPLOYMENT CONTRACT BETWEEN

CRAIG NOAH

**AND THE GOVERNING BOARD OF THE
MARSHALL SCHOOL DISTRICT
OF MARSHALL, MISSOURI**

This Employment Contract, made and entered into this ¹²12 day of March, 2008, by and between the Governing Board of the Marshall School District, hereinafter referred to as **DISTRICT**, and Craig Noah, 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, agreed 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 certificate issued by the State Board of Education as shall be required by the District.
 - B. **DUTIES.** SUPERINTENDENT shall have charge of the administration of the school under the direction of the Board. He shall be the chief executive officer of the Board. He 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 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 incidental 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. 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 perform all services now required by the printed rules and regulations of the District, which have been or may be hereafter enacted.
 - C. **OUTSIDE ACTIVITIES.** SUPERINTENDENT shall devote his or her time attention and energy to the business of the DISTRICT. Subject to pre-approval by the Board, the SUPERINTENDENT may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration (i.e. less than 2 working days). SUPERINTENDENT may at his or her option, and with the approval of the Board, continue to draw a salary while engaged in the outside activity as described herein. In such case honoraria paid to the SUPERINTENDENT in connection with these activities shall be transferred to the DISTRICT. In no instance will the DISTRICT be responsible for expenses attendant to the performance of such outside activities.

3. COMPENSATION

- A. Subject to the SUPERINTENDENT receiving his Doctor's Degree on or before June 30, 2008, District shall pay SUPERINTENDENT at an annual salary rate of: one hundred and fifteen thousand dollars (\$115,000) for the year beginning July 1, 2008 and ending June 30, 2009; and, not less than one hundred and fifteen thousand dollars (\$115,000) for the year beginning July 1, 2009 and ending June 30, 2010. It is understood that the Board may increase the salary compensation specified in this contract or issue a new contract with an adjustment in compensation for the second year of the contract period, but the DISTRICT is not bound to do so by the terms of this Contract. The annual salary rate will be paid each year to the SUPERINTENDENT in installments of one-twelfth of the annual salary rate in accordance with the schedule of salary payments in effect for other certified employees. The board will pay the retirement contribution to the Missouri Public School Retirement System for all compensation.
- B. SUPERINTENDENT shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incidental to their employment relationship with DISTRICT and with the following salary additions.
1. The SUPERINTENDENT shall receive Board paid medical insurance and medical insurance for himself with extended family coverage being made available under the DISTRICT'S plan, but at the expense of the SUPERINTENDENT.
 2. The SUPERINTENDENT shall be reimbursed for mileage incurred in conducting the business of the DISTRICT at the prevailing reimbursable rate employed by the Marshall Public Schools.
 3. The SUPERINTENDENT shall be paid moving and relocation expenses in an amount not to exceed three thousand dollars (\$3,000) to cover his relocation from Nevada, Missouri, to Marshall, Missouri.
- C. The SUPERINTENDENT will be allowed 10 days of vacation excluding weekends or holidays recognized by the school district.
- D. PROFESSIONAL GROWTH. The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, and the American Association of School Administrators, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of such other professional and local organizations as he may deem appropriate at District expense. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within the budgeted expenditures approved for such purposes if, in his or her discretion, such participation is in the best interest of the District.
- E. DISTRICT shall reimburse SUPERINTENDENT for all reasonable expenses incurred by SUPERINTENDENT in the continuing performance of his duties. All reimbursements must be supported by receipts and other District required documentation.

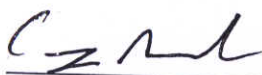
4. PROFESSIONAL LIABILITY

- 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 an 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 to provide under State law. This indemnification will extend beyond the period of the SUPERINTENDENT'S employment with the DISTRICT. Except that, 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 the good faith opinion of SUPERINTENDENT, conflict exists as regards to 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. In such case, the DISTRICT will pay the reasonable cost of the SUPERINTENDENT'S defense.

- C. DISTRICT shall not, however, be required to pay any costs of any legal proceeding in the event DISTRICT and SUPERINTENDENT have adverse interest in such litigation.
5. **EVALUATION.** The Board of the DISTRICT shall devote a portion or all of one meeting at least annually and preferably in December or 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 ongoing basis.
6. **TERMINATION OF EMPLOYMENT CONTRACT.** This employment contract may be terminated by:
- A. Mutual agreement of BOTH parties, however, the SUPERINTENDENT may not discontinue his services or retire until the full length of the contract has been fulfilled.
- B. Disability of SUPERINTENDENT. In the event of any illness or disability which renders the Superintendent unable to perform the essential duties required under this agreement with or without reasonable accommodation, following the expiration of any period of leave required by law, and including any regular sick leave shall be paid, and an additional period of paid leave if necessary so that the total period of paid leave terminates effective with the payment of benefits under any policy of disability insurance provided under this agreement, or six months from the date that such illness or disability caused the Superintendent to become unable to perform duties under this agreement, whichever period is shorter, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.
- C. 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. Following termination of this contract by the Board of Education, no further salary shall be payable. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.
7. **SATISFACTION OF CONTRACT.** The Board of Education may completely discharge its obligations under this agreement at any time by paying to the Superintendent all of the contracted salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.
8. **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

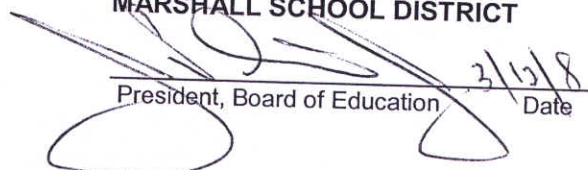


Craig Noah

3/10/08

Date

**GOVERNING BOARD OF THE
MARSHALL SCHOOL DISTRICT**

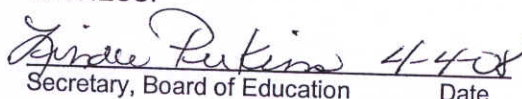


President, Board of Education

3/10/08

Date

WITNESS:



Secretary, Board of Education

4-4-08
Date

This Contract was entered into by the President of the Board of Education for the Marshall Public School District, who was authorized to do so by a vote of the Board of Education on the 11th day of March, 2008.