

**SUPERINTENDENT'S EMPLOYMENT CONTRACT
MEHLVILLE SCHOOL DISTRICT R-IX**

THIS AGREEMENT is made and entered into this 27 day of Sept., 2006, by and between **Terry Noble** and the **Board of Education of Mehlville School District R-IX**, a Missouri public seven-director school district located in St. Louis County ("Board", "District" or "Mehlville"). In accordance with its actions, as found in the minutes of the meeting held on the 27th day of September 2006, the Board has and does hereby employ Terry Noble as Superintendent of Schools for a period of **36 months commencing on July 1, 2007 and ending on June 30, 2010.** Both parties agree that said employee shall perform the duties of Superintendent of Schools in and for the public schools of said District, as prescribed by the laws of the State of Missouri, and by the rules and regulations made now or hereafter by the Board of Education of said District.

WITNESSETH:

1. That, in accordance with its actions, as found in the minutes of the meeting held on the 27th day of September 2006, the Board has and does hereby agree to compensate Terry Noble **\$165,000.00** for the 2007-2008 contract year **with a 5% increase to the prior year's base each subsequent year thereafter, until the end of this contract.**
2. That Terry Noble agrees to devote his time, skill, energy and labor to his employment during the term of this Contract. Terry Noble further agrees to perform faithfully the duties and obligations of Superintendent of Schools required by the laws of the State of Missouri and the rules, regulations, and policies of the Board of Education, which are existing or which may hereafter be adopted by the Board, and to serve as Executive Officer of the Board.
3. That Terry Noble shall receive a **one-time moving allowance of \$10,000.00** made directly to him and he shall make his own moving arrangements.
4. That Terry Noble shall receive a car allowance of **\$500/month and in addition shall be reimbursed by the District for mileage at the rate approved by the Board while traveling outside the Mehlville School District** and on the business of Mehlville. He shall also be reimbursed by the Board for meals, lodging, and other expenses incurred in the performance of his duties pursuant to the established policies, procedures and practices of the Board.
5. The Employee shall be allowed vacation as follows:

Three weeks plus one week during Winter Break and one week during Spring Break during each contract year.

6. That Terry Noble shall receive the personal benefits on the same terms accorded to other professional employees of the Board including Board Paid Health, Dental and Vision Insurance for him and his spouse.
7. That Terry Noble shall join national and state professional organizations related to the Superintendency and those required by the Board. In addition, he shall attend appropriate professional meetings at the local, state and national level. The Board shall pay the costs of such memberships, meetings and expenses related thereto pursuant to the Board policies, procedures and practices.
8. That the Board will set aside \$10,000 in an interest bearing account to be distributed on July 1, 2012 as follows:
 - A. The entire amount, including all accrued interest on the \$10,000, shall be paid to Terry Noble if he has continuously served as Superintendent from July 1, 2007 through June 30, 2012;
 - B. In the event that Terry Noble ceases to be Superintendent for any reason, except a termination of Terry Noble by the Board without good cause, prior to June 30, 2012, then the \$10,000 plus all accrued interest shall be and become the sole and absolute property of the Mehlville School District free of any claim by Terry Noble or anyone making such a claim on his behalf.
9. That Terry Noble holds and will maintain a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri, as directed by the Board of Education.
10. That the Board of Education shall hold a closed meeting no later than January 15, 2008 to discuss Terry Noble's performance and his working relationship with the Board of Education.
11. That this Agreement can be terminated by the Board only for good and just cause, or by mutual agreement.
12. That this Agreement may be neither varied nor altered except by mutual consent in writing.

DATED this 27 day of September, 2006.

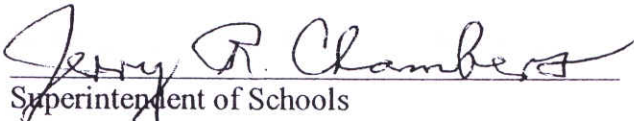
Terry W. Noble
SUPERINTENDENT OF SCHOOLS

Ken Ford
PRESIDENT – BOARD OF EDUCATION
Annasm. Coult
SECRETARY – BOARD OF EDUCATION

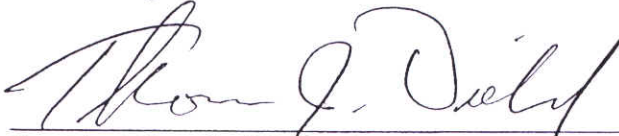
THIS AGREEMENT is made and entered into this 17th day of May, 2007, by and between **Terry Noble** and the **Board of Education of Mehlville School District R-IX**, a Missouri public seven-director school district located in St. Louis County, Missouri ("Board", "District" or "Mehlville"). The Contract dated September 27, 2006 shall remain in full force and effect except that paragraph 8 thereof shall be deleted and the following paragraph 8 inserted in its place:

That if Terry Noble shall continuously serve as Superintendent from July 1, 2007 through June 30, 2012, or if he shall prior to June 30, 2012 be terminated by Mehlville without good cause, then, in such event, on June 30, 2012, or such earlier date of termination without good cause, Terry Noble shall be entitled to additional compensation in the aggregate amount of \$10,000 plus an interest factor, as hereinafter determined. Within _____ days of Terry Noble commencing employment with Mehlville as Superintendent, Mehlville shall cause the sum of \$10,000 to be deposited into an interest bearing account or certificate of deposit, said account or certificate of deposit to be registered in the name of Mehlville. The type of account or certificate of deposit to be selected shall be in the exclusive discretion of Mehlville. Any interest earned on said account or certificate of deposit to the date of payment of such additional compensation shall be the interest factor for purposes of this paragraph 8. The amount deposited by Mehlville to said account or certificate of deposit shall not be deemed to have created a trust, it being understood that the right of Terry Noble to the additional compensation for which provision is made under this paragraph 8, should he become entitled to same, is solely that of an unsecured creditor of Mehlville.


Dated this 17th day of May, 2007.



Superintendent of Schools



President-Board of Education



Secretary-Board of Education