

SUPERINTENDENT'S CONTRACT

This Agreement, consisting of two pages, is entered into by and between Jerry Nicholson ("Superintendent") and the Board of Education of the Mountain View-Birch Tree R-III School District ("Board" or "District").

Superintendent agrees to serve as Superintendent, or in such other administrative position as the Board of Education may subsequently assign, in the public schools of the District. Superintendent may also be assigned additional incidental duties, including supervision and sponsorship of extracurricular activities and/or other District programs, and Superintendent acknowledges that such assignments are part of Superintendent's job responsibilities. Although Superintendent's initial school assignment may be as set forth below, the Board may alter such position at its discretion as described above.

Superintendent is employed for the following periods:

2008-09 school year

260 workdays;

Beginning workday of August 1, 2008;

Superintendent shall be paid the greater amount of \$91,323.32 or the amount calculated by applying the Multiplier for the position of Superintendent from the Certificated Salary Protocol, Schedule D, Table 1: Administrative Salary Index adopted for the 2008-09 school year plus Board Paid Health Insurance for Self and Family and 3 weeks paid vacation.

2009-10 school year

260 workdays;

Beginning workday of August 3, 2009;

Superintendent shall be paid the greater amount of \$91,323.32, or the amount calculated by applying the Multiplier for the position of Superintendent from the Certificated Salary Protocol Schedule D, Table 1: Administrative Salary Index adopted for the 2009-10 school year, plus Board Paid Health Insurance for Self and Family and 3 weeks paid vacation.

The above-described compensation, for each respective school year, shall be paid to Superintendent in 12 equal monthly installments, pursuant to Board policies and regulations, less all deductions required by law or authorized by the Board and/or Superintendent. Superintendent is further entitled to the number of sick days as set forth in Schedule D, Table 1, for each of the respective above-described school years. Compensation for unused sick days will be made as provided in Schedule D, Table 1. Benefits other than sick days are provided in accordance with District policies and regulations, which the Board reserves the right to adopt, alter, and amend at any time.

Superintendent agrees to maintain a valid certificate to serve as a superintendent in the public schools of Missouri at all times during this Agreement. Superintendent further acknowledges that this Agreement is contingent upon Superintendent's maintenance of a clean criminal background check and a clean child abuse/neglect report, each of which must be satisfactory to the District. In accordance with Missouri law, this background check may include a complete fingerprint criminal records check.

Superintendent agrees to devote Superintendent's full time, skill, labor, and attention to serving as a superintendent in the District during the term of this Agreement, and will not engage in any pursuit that interferes with the proper discharge of his or her administrative duties. Superintendent's employment is subject to, and Superintendent agrees to comply with, all duties and requirements applicable to Superintendent's position, as directed by the Board of Education and/or as stated in any performance standards and criteria, policies, rules or regulations of the District, whether adopted or modified before or after the effective date of this Agreement. Superintendent acknowledges the receipt of, has read, and understands the content of the District's written performance standards and criteria, policies, rules and regulations. Superintendent further acknowledges the importance of maintaining, during the term of this Agreement, an updated knowledge of such standards, criteria, policies, rules and regulations. Superintendent also agrees to comply with all federal, state, and local laws.

This Agreement may be terminated during its term for cause and/or as otherwise permitted by law. Superintendent further acknowledges that Superintendent must be able to physically perform the essential functions of his/her position (as established by the Board) at all times, and that failure to be able to perform such essential functions warrants the immediate cancellation of any remaining employment term as permitted by law.

In witness whereof, Board and Superintendent have executed this Agreement as of the date by which both parties have affixed their signatures.

By: Jerry D. Nichols
Superintendent

Dated: 6-17-08

By: Keith Key
President, Board of Education

Dated: 7/31/08

ATTEST: Sara Hardman
Secretary, Board of Education