

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this 26th day of February 2008, by and Between **JEFF MEHLENBACHER** ("Superintendent") and the Board of Education for the **NORTHEAST NODAWAY SCHOOL DISTRICT** ("Board"). In accordance with its actions as found in the minutes of the meeting held on the 20th day of February, 2008 the board has and does hereby employee **JEFF MEHLENBACHER** Superintendent of Schools for a period of 2 years commencing July 1, 2008. 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 there under by the Board of Education of said District.

WITNESSETH:

1. That, in consideration of an annual salary of \$75,000 for the 2008-2009 and 2009-2010 contract years. The Superintendent 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 created by the Northeast Nodaway Board of Education, and to serve as Executive Officer of the Board of Education.
2. The Superintendent agrees to devote his full time, skill, labor, and attention to his employment during the term of this Contract, and will not engage in any pursuit, which interferes with the proper discharge of his duties.
- *3. The Board shall reimburse the Superintendent for all business-related travel involving the Superintendent's personal vehicle. Mileage reimbursement will be at the current board approved rate. 35¢ per mile
- *4. That the Superintendent shall receive family health insurance coverage and any other personal benefits accorded to other professional employees of the District. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent.
- *5. That the Superintendent may join state professional organizations related to the Superintendent and those required by the board. In addition, the Superintendent may attend appropriate professional meetings at the local and state level. The Board shall pay the costs of such memberships and meetings in an amount not to exceed \$3,000.00 annually.
6. That the Superintendent shall receive ten (10) paid vacation days annually, exclusive of legal holidays. Vacation shall be taken within twelve (12) months of the year in which it is earned and shall not be cumulative. Further, that the Superintendent will be provided with thirteen (13) days of sick leave each year and 2 personal days.
7. That 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 within the scope of his employment.

8. That the Superintendent 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.

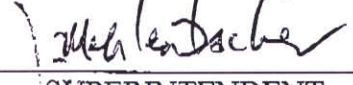
9. That throughout the term of this Contract, the Superintendent shall be subject to discharge for just cause, provided, however, that the Board does not arbitrarily or capriciously call for his dismissal, provided that, following the Board's decision to discharge, the Superintendent shall have the right to service of written charges, notice of hearing, and an opportunity to provide the Board with reasons why his employment should not be terminated.

10. That should the Superintendent be unable to perform any or all duties by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more that sixty (60) consecutive days during any school year, the Board of Education may, at its discretion, make a proportionate deduction from the salary stipulated and if such disability continues for more than (90) consecutive days, 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.

11. That the Board of Education shall devote a portion of or all of one meeting during each contract year, to a discussion of the working relationship between the Superintendent and the Board 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.

12. Renewal of the Superintendent's Contract shall be considered and a decision made to offer, or not to offer, an additional contract year at the Board of Education's regular meeting in January of 2010. The Board of Education may contract with the Superintendent for an additional year under terms agreeable to both parties.

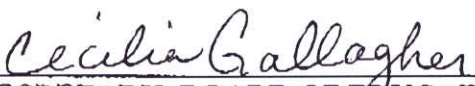
Dated this 25th day of February, 2008



SUPERINTENDENT



PRESIDENT, BOARD OF EDUCATION
NORTHEAST NODAWAY SCHOOL DISTRICT



SECRETARY, BOARD OF EDUCATION
NORTHEAST NODAWAY SCHOOL DISTRICT