

Superintendent's Contract

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This contract is entered into this 29th day of November, 2005, between the Board of Education of the New Bloomfield School District ("Board" or "District") and Mike Parnell ("Superintendent").

1. TERM. The district agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District's schools, for a period of the following school years, subject to the provisions of this contract: July 1, 2006 to June 30, 2008.

2. SUPERINTENDENT DUTIES: The Superintendent shall have responsibility for the administration of the schools of the District at the direction of the Board. The Superintendent shall act as chief executive officer of the District. As such, he shall be responsible for the selection, direction and assignment of the teachers and other employees in the manner that most efficiently and effectively accomplishes the educational mission of the district, and for making recommendations concerning the annual budget and for administering the budget adopted by the Board. The Superintendent shall provide for compliance with applicable laws and regulations relating to public schools in the state of Missouri, and shall perform his duties and supervise the employees and students of the District in a manner consistent with such laws and regulations.

The Superintendent shall administer and enforce the policies, rules, regulations, and procedures of the District, shall recommend necessary additions or changes, and shall perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board.

3. CERTIFICATION: The Superintendent shall at all times during the term of this contract possess a valid certificate enabling him to serve as a superintendent of schools in the state of Missouri. The Superintendent will maintain such certification while he serves as Superintendent of Schools. In addition, the Superintendent understands that employment by the Board is contingent upon a satisfactory criminal and child abuse/neglect records report. In accordance with Missouri law, this background check will include a complete fingerprint criminal records check. A report that in the judgment of the Board is unsatisfactory shall constitute good cause for termination of this contract. The Superintendent shall also immediately notify the Board of any arrests, charges, pleas, convictions and/or sentences that occur after the dates of the foregoing criminal and child abuse/neglect records checks.

4. PROFESSIONAL DEVELOPMENT: 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 as he may deem appropriate at District expense if approved by the Board. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within amounts budgeted for such purpose if, in his discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include such amounts.

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5. COMPENSATION: The salary payable to the Superintendent under this agreement for the 2006-2007 school year shall be ninety four thousand dollars (\$94,000). The salary payable to the Superintendent under this agreement for the 2007-2008 school year shall be an amount equal to the salary established for the prior year, plus an additional amount determined by multiplying such prior year's salary by the percentage equal to the average salary increase, if any, applicable to certificated teachers employed in non-administrative positions in the District for such school year as determined by the salary schedule established for such year by the Board prior to July 1 of that year.

6. EVALUATION: The Board shall devote a portion of all of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his performance, under the applicable guidelines for performance based evaluation through the Department of Elementary and Secondary Education, or under another evaluation method agreed upon by the Superintendent and the Board.

7. BENEFITS: The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:

- (1) VACATION: The Superintendent shall be entitled to receive fifteen days vacation and sick leave in accordance with the policy of the Board applicable to teachers generally (15 sick/personal days with 9 holidays plus Christmas with Christmas break) each year.
- (2) EXPENSE REIMBURSEMENT: The Superintendent shall be reimbursed by the Board for reasonable and necessary expenses incurred in the performance of his duties.
- (3) DEFENSE AND INDEMNIFICATION: The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his employment with the District based upon acts within the course and scope of Superintendent's employment, excluding criminal litigation and any defense or indemnification that the District cannot provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.
- (4) TRANSPORTATION EXPENSE: As a condition of employment, the Superintendent is required to purchase or lease a personally owned automobile for business purposes. As the Superintendent shall be required to travel between campuses and make other business related trips including, but not limited to meetings with District representatives, attorneys, auditors, parents and constituents, it is recognized that the Superintendent will incur certain expenses of a business nature for the use of said vehicle. In order to minimize these expenses, the Superintendent should use a District owned vehicle whenever practical. However, the District will reimburse the Superintendent for the business use of said personal vehicle at the standard rate established in Board policy for extended automobile travel expense when on school business. The Superintendent shall

submit appropriate substantiation of all business expenses incurred. To the extent this allowance is unsubstantiated, it shall be included in the Superintendent's taxable income. Except as provide above, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of the vehicle. The mileage rate provided under this paragraph may be increased by the Board during any school year covered by this agreement, with such amount to be determined by the Board in its judgment and at is sole discretion, provided however, that is shall not exceed the rate established by the IRS for business mileage at the time the extension or addendum for such school year is executed.


8. TERMINATION – DISABILITY: 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 days or other regular leave days to which the Superintendent is entitled, which period of 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 may terminate this contract following notice and an opportunity for the Superintendent to be heard.

9. TERMINATION – FOR CAUSE: This contract may be terminated, following written notice and an opportunity for a hearing, for cause, which shall be defined to include, but shall not be limited to, the following: (i) neglect of duties and responsibilities; (ii) poor performance, incompetence, or inefficiency in the line of duty; (iii) failure to comply with the policies and/or rules and regulations of the Board; (iv) failure to comply with directives of the Board; (v) failure to abide by the laws of the state of Missouri; (vi) immoral conduct; (vii) material breach of this contract; or (viii) any other good or just cause as defined by Missouri law. Following termination of this contract by the Board, no further salary shall be payable. The Superintendent may be suspended with pay pending the decision of the Board. Prior to discharge, the Superintendent shall be given an opportunity for a hearing before the Board as 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.

10. TERMINATION – MUTUAL AGREEMENT. This contract may be terminated by mutual agreement of the parties at any time.

11. SATISFACTION OF CONTRACT: The Board may completely discharge its obligation under this agreement at any time by paying 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.

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12. RETIREMENT: The Superintendent may, by giving a minimum of ninety days written notice to the Board prior to the end of any school year, retire effective upon completion of such school year during the term of this agreement and terminate this agreement effective upon such date. In order to exercise this option, the Superintendent must be eligible to receive ~~full~~ benefits under the Public School Retirement Systems.

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13. MOVING EXPENSES: The Board shall pay the reasonable and necessary expenses, not to exceed \$1,000, of the Superintendent to move his furnishings and furniture from the Superintendent's present residence to a new residence in the District.

14. CONTRACT EXTENSION: By February 1 of each year that this agreement remains in effect, the District shall notify the Superintendent of whether it intends to extend this agreement for an additional school year, under the same terms and conditions, subject to modification of the salary for such year. The terms of the extension shall be reduced to writing in the form of an addendum and signed by the parties.

15. SEVERABILITY: If it is determined at any time that any provision of this agreement is illegal or unenforceable, the remaining terms shall not be affected.

16. BOARD AUTHORIZATION AND SIGNATURES

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.

NEW BLOOMFIELD SCHOOL DISTRICT

By: *Jeremy Wade* 12/2/05
President, Board of Education *Date*

Attest: *Angela Jordan* 12/13/05
Secretary, Board of Education *Date*

SUPERINTENDENT

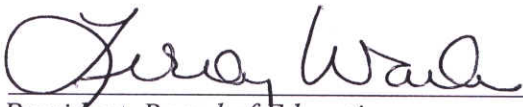
Michael Powell 12/4/05
Name *Date*

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ADDENDUM
Contract of Superintendent of Schools
New Bloomfield R-III School District

On June 19, 2008, the New Bloomfield R-III School Board of Education approved an extension to the current Superintendent contract for Mr. Michael D. Parnell from July 1, 2009 to include the school year 2009-10 ending on June 30, 2010. The Board of Education agreed to the terms of the current contract including salary and all benefits as written.

The superintendent's salary for July 1, 2008-June 30, 2009 was set at \$101,467. The salary for 2009-2010 is to be determined later as governed by the original contract.

By:  6/27/2008
President, Board of Education Date

Attest:  6/27/08
Secretary, Board of Education Date

SUPERINTENDENT
 6/26/08
Name Date

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