

STRASBURG C-3 SCHOOL DISTRICT

600 WEST STATE RT E
PO BOX 244
STRASBURG MO 64090

Marvin A. Misemer, Superintendent
Terry L. Stevens, Administrative Assistant

Telephone (816) 680-3333
Fax (816) 865-3349

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This agreement, made and entered into this 18th day of January, 2007, by and between Marvin A. Misemer ("Superintendent") and the Board of Education for the Strasburg C-3 School district ("Board"). In accordance with its actions, as found in the minutes of the meeting held on the 18th day of January, 2007, the Board has and does hereby employ Marvin A. Misemer as Superintendent of schools for a period of 36 months commencing July 1, 2007. 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 thereunder by the Board of Education of said District.

WITNESSETH:

1. That, in consideration of an annual salary of \$89,000.00 for the 2007-2008, 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 Strasburg C-3 Board of Education, and to serve as Executive Officer of the Board of Education. A portion of the compensation to the Superintendent is for his services as Transportation Director and Summer School Administrator for the District.
2. The superintendent shall be reimbursed by the Board for lodging, mileage and other necessary expenses incurred in the performance of his duties.
3. The Superintendent may undertake consultation work, speaking engagements, or other professional obligations, so long as such other work does not interfere in a material and substantial way with the Superintendent's obligations set forth in this agreement.
4. 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. The Superintendent will join professional organizations related to the superintendency and those required by the board.
6. The Superintendent shall receive two weeks vacation annually, to be taken in July. The Board will provide a \$10,000.00 term life insurance policy.
7. 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. 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. Throughout the term of this contract, the Superintendent shall be subject to discharge for just cause, provided, however, the Board does not arbitrarily or capriciously call for his dismissal, and 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. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more than 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 ninety (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. The Board of Education shall devote a portion of, or all of, one meeting during each contract year to a discussion of the Superintendent's performance.
12. The Board of Education may contract with the Superintendent for an additional year(s) under terms agreeable to both parties.

Dated this 18th Day of January, 2007

Jerami A. Grise
Superintendent

William J. Drankham
President - Board of Education

Gary Helton
Secretary - Board of Education