

SUPERINTENDENT'S CONTRACT

This Superintendent's Contract (the "Contract") is made and entered into as of the 20th day of June, 2011, by and between **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA**, a/k/a the **Broken Arrow School District**, a political subdivision (the "District"), and Jarod Mendenhall ("Superintendent").

RECITALS:

A. The District desires to employ Superintendent and Superintendent desires to be employed by the District as the Superintendent of Schools of the District pursuant to this Superintendent's Contract.

B. The parties desire that all the terms and conditions of employment of Superintendent by the District be reduced to writing.

WHEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, the parties agree as follows:

1. The Term of the Contract. The District agrees to employ Superintendent as its Superintendent of Schools for the period from **July 1, 2011 to JUNE 30, 2013**. Superintendent accepts such employment and agrees to serve as the District's Superintendent of Schools for the Contract term.

2. The Duties and Qualifications of the Superintendent. Superintendent agrees to perform all duties reasonably assigned to him as Superintendent by the Board of Education of the District. The parties agree that it is not feasible to state in detail all of the duties of Superintendent, however, Superintendent acknowledges receipt of the job description for the position of superintendent of schools and agrees to observe and be bound by it and by all present and future rules, policies, procedures and regulations of the District and all lawful directions of the Board of Education of the District and to prepare all reports required of Superintendent or as directed by the Board of Education of the District. Superintendent agrees to maintain all educational certifications required by Oklahoma law in order for Superintendent to carry out all duties of Superintendent's position.

3. Base Salary Compensation. For Superintendent's services to be rendered for the Contract term, the District agrees to pay Superintendent the annual base salary sum of one hundred and forty-five thousand dollars (\$145,000). Superintendent's salary shall be paid in monthly installments in the same manner as salary payments for the District's other 12-month employees and subject to all lawful withholding.

4. Tax Sheltered Annuity. The District will, on behalf of Superintendent, make a non-elective annual contribution of fifteen thousand dollars (\$15,000) during the Contract term. The District's annual payments shall be made in **JUNE, 2012 and June, 2013**.

5. Mobile/Cell Phone Allowance. In recognition of the requirement that Superintendent be available 24 hours per day regardless of his physical location, the District agrees to provide Superintendent a monthly allowance of \$200 to cover mobile/cell phone expenses. Additionally,

Superintendent may be reimbursed up to a maximum of \$400 during the Contract term for mobile/cell phone equipment. This Mobile/Cell Phone Allowance is subject to federal and state tax laws and shall be reported on Superintendent's W-2 Form.

6. Automobile Benefit. The District agrees to pay for the benefit of the Superintendent, and in a manner most beneficial to the District, a purchased vehicle or a vehicle lease which includes initial costs in addition to monthly payments on a vehicle mutually agreed on. On or after July 1, 2011, the board will vote to authorize the Superintendent to enter into the lease or purchase agreement as to an agreed-on vehicle on behalf of the District. The District also agrees to pay the cost of maintaining, fueling, and insuring the vehicle. As a condition of the Superintendent's employment, he will be on the job around the clock. Thus, the Superintendent will be required to drive the vehicle to and from home to fulfill his responsibilities. The Superintendent shall keep adequate and appropriate records of his personal use of the vehicle for purposes of reporting the value of the personal use to the Internal Revenue Service and the Oklahoma Tax Commission as income to the Superintendent.

7. Physical Examination. During the Contract term, the District will pay for, in each fiscal year, one complete physical examination for Superintendent which shall include all routine laboratory tests normally performed by licensed physicians with such examination conducted by a physician of Superintendent's choice; PROVIDED, however, the District shall not be required to pay an amount in excess of \$750 for such physical examination. Superintendent shall report, in writing, to the President of the Board of Education that he has undergone the physical examination within seven (7) days of the examination.

8. Vacation. Superintendent is entitled to twenty-five (25) days of vacation time. The District shall pay Superintendent for any unused vacation days at the end of the Contract term, not to exceed fifteen (15) days.

9. Sick Leave. Superintendent shall receive and accumulate sick leave in accordance with Oklahoma law and to the extent provided under District policy for all 12-month employees; provided however, Superintendent shall not accumulate more than one hundred twenty (120) days. Superintendent shall be entitled to bring into the District up to sixty (60) days of sick leave. At such time as Superintendent is no longer employed for any reason by the District, Superintendent shall be paid for accrued and unused sick leave, in accordance with the Negotiated Agreement between the District and the Broken Arrow Education Association.

10. Holidays and Other Benefits. The District agrees that Superintendent shall be paid for all holidays which are observed by other 12-month employees and shall be entitled to receive all benefits provided under Board policy for all 12-month employees.

11. Evaluations. Superintendent shall receive at least one (1) written evaluation of his performance prior to June 30 of each fiscal year of this Contract. The evaluation shall be conducted by the entire Board of Education, and a written summary of the evaluation shared with Superintendent during Executive Session with the Board.

12. Goals and Objectives. Within ninety (90) calendar days of the beginning of each fiscal year of this Contract, the parties shall meet and establish Board goals and objectives for the

Superintendent and the District for that fiscal year. Said goals and objectives shall be reduced to writing and be among the criteria by which Superintendent is evaluated as set forth in paragraph 11, above. If this Contract is renewed for subsequent fiscal years then on or prior to July 1 of each succeeding fiscal year, the parties will meet to establish Board goals and objectives for the District and the Superintendent for the next succeeding fiscal year, in the same manner and with the same effect as heretofore described.

13. Medical, Health, Dental, Hospitalization, Life and Disability Insurance. The District agrees to pay for Superintendent's family premiums for coverage for medical, health, dental and hospitalization benefits in accordance with the OSEEGIB options offered by the District, and for his short and long-term disability insurance premiums. Superintendent shall receive a program of life insurance with all premiums paid by the District in an amount equal to two (2) times the annual base salary of Superintendent. Superintendent shall be eligible to purchase an equal amount of group term life insurance, with such premiums being paid by Superintendent through payroll deduction. Superintendent shall have the exclusive right to name the beneficiary or beneficiaries of any life insurance program provided pursuant to this paragraph.

14. Professional Dues and Civic Organizations. The Board of Education believes it is in the District's interest for Superintendent to participate actively in certain professional and community organizations, such as the American Association of School Administrators, Oklahoma Association of School Administrators, Oklahoma Association of School Business Officials, and the USSA; PROVIDED, however, Superintendent must remain in good standing with these organizations. Any further professional or organizational dues shall be paid as is mutually agreed to between the District and Superintendent. Whenever possible, the membership shall be entered in the District's name, and Superintendent shall serve as the District's representative. If Superintendent's employment with the District terminates for any reason, Superintendent will resign from membership or reimburse the District for the remaining term of membership in each organization. Pursuant to applicable federal and state tax laws, an appropriate amount will be included in Superintendent's earnings statement (W-2 Form) representing the amounts paid by the District to Superintendent or on Superintendent's behalf under this provision.

15. Reimbursement of Expenses. Superintendent shall be entitled to reimbursement for his reasonable and necessary travel expenses and other necessary and appropriate expenditures on behalf of the District pursuant to Oklahoma law and Board policy. Superintendent shall provide adequate and appropriate receipts and documentation of expenses for which Superintendent seeks reimbursement.

16. Termination of Employment Contract. This Employment Contract may be terminated by:

A. Mutual Agreement of the Parties.

B. Resignation by Superintendent. In the event Superintendent resigns his employment with the District, the District shall only be liable for Superintendent's compensation and benefits under the terms of this Contract up to and including the last day of Superintendent's employment with the District.

- C. Disability of Superintendent. Should Superintendent become unable to perform any or all of the duties of his position by reason of illness, accident or other cause, and said disability exists after all accrued sick or other District paid leave has been exhausted, the District may make appropriate deduction from Superintendent's annual base salary for those days in which Superintendent is unable to perform the duties of his position. If such disability continues after the exhaustion of all current sick leave, or a total of one hundred twenty (120) days, whichever is more, or if such disability is permanent or irrevocable, the Board may, at its option, terminate this Contract, whereupon the respective rights, duties, and obligations of the parties stated shall terminate.

If a question arises concerning the capacity of Superintendent to return to his duties, the Board may require him to submit to a medical examination to be performed by a doctor licensed to practice medicine in the United States of America. The Board shall select the physician who shall conduct the examination. The examination shall be done at the expense of the District. The physician shall limit the report to the issue of whether Superintendent has a continuing disability, which prohibits him from performing his duties, and such physician's determination shall be binding in all respects on the parties.

- D. Discharge for Good Cause. The Board may dismiss Superintendent for good cause as defined by state law including Superintendent's failure to perform the duties in the scope of employment that a person of ordinary prudence would have done under the same or similar circumstances. Any act by Superintendent shall constitute good cause for discharge if it is inconsistent with the continued existence of a mutually satisfactory Board - Superintendent relationship. Reasons for a proposed discharge for good cause shall be given to Superintendent, in writing, and Superintendent shall be entitled to all procedural and substantive rights as set forth in the Board's policies and applicable state and federal law. If Superintendent chooses to be represented by legal counsel at any such hearing, Superintendent shall bear any costs therein involved.
- E. Unilateral Termination by Board Without Cause. The Board may, at its option, and by a minimum of thirty (30) days written notice to Superintendent, unilaterally terminate this Contract without cause. In the event of such termination, the Board shall pay to Superintendent, upon the execution by Superintendent of a complete release satisfactory to the Board, severance pay equal to the Superintendent's base salary for twelve (12) calendar months or the remainder of the Contract term, whichever is less. In the event that the Board terminates the Contract by paying such amount, the requirement of a hearing or other due process before the Board is hereby agreed to be waived by Superintendent.

17. Renewal of Contract. The District agrees that the Board of Education of the District will consider the renewal of the Superintendent's Contract beyond the 2012-2013 fiscal year prior to May 1, 2013; provided, however, either party to this Contract may request the other, at any time after January 1, 2012, to negotiate an extension of the term of this Contract beyond June 30, 2013.

18. Retirement. The District shall pay Superintendent's total contribution to the Oklahoma Teachers Retirement System for the Contract term.

19. Entire Contract. This Contract expresses the entire agreement of the parties concerning the subject matter hereof.

20. Amendment to Contract. This Contract may only be amended by a mutually executed written agreement which is properly approved by the Board of Education of the District pursuant to a lawfully called and conducted meeting.

21. Severability. Should any provision or provisions of this Contract be declared to be unlawful by a court of competent jurisdiction, the remaining provisions of the Contract shall remain in full force and effect.

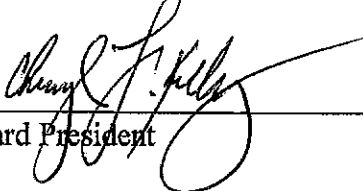
22. Obligations Beyond Term of Contract. Nothing in this Contract shall be interpreted to create any obligation of the District beyond the term of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

District:

INDEPENDENT SCHOOL DISTRICT NO. 3
OF TULSA COUNTY, OKLAHOMA, a/k/a
the Broken Arrow School District, a
political subdivision

By: _____


Board President

Superintendent:


JAROD MENDENHALL