

**SUPERINTENDENT'S CONTRACT
OF
EMPLOYMENT**

This CONTRACT is made and entered into the 6th day of Aug., 2008 by and between the School District of Clayton (hereinafter the "DISTRICT") and Donald M. Senti (hereinafter "SENTI").

WHEREAS, the parties hereto have entered into several contracts of employment, each for a full term of three (3) years; and

WHEREAS, on August 29, 2007 the parties entered into a new contractual relationship for an additional term, through June 30, 2010; and

WHEREAS, the parties wish to end the contract June 30, 2010,

NOW THEREFORE, the parties agree as follows.

1. **Contract Term.** This contract provides for employment by SENTI as the Superintendent of Schools for the DISTRICT for the period July 1, 2008 through June 30, 2010.
2. **Compensation:**
 - a. For the period of July 1, 2008 through June 30, 2009, SENTI'S base salary will be \$213,880.00.
 - b. For the period of July 1, 2009 through June 30, 2010, SENTI'S base salary shall be no less \$213,880.00 plus such amount of additional compensation as the Board of Education may deem appropriate as a salary increase to be determined prior to July 1, 2009.
 - c. All compensation shall be payable according to the schedule adopted by the Board of Education applicable to twelve (12) month employees.

3. **Additional Benefits.** In addition to his base salary, SENTI shall have the following additional benefits:
- a. An allowance of ten thousand dollars (\$10,000.00) to be used in his discretion to replace the provision for a DISTRICT owned automobile. Said sum shall be paid to SENTI as additional income and may be used as he sees fit. The DISTRICT will continue to cover costs of maintenance and gasoline for SENTI'S vehicle.
 - b. An expense account for expenditures incurred by him in relation to professional and civic activities relative to his duties not to exceed two thousand five hundred dollars (\$2,500.00).
 - c. One or more credit cards in the name of the DISTRICT to be used by him for necessary expenses in the conduct of his obligations to the DISTRICT.
 - d. Insurance benefits as set forth in paragraph 4.
 - e. Annual vacation of 30 days (excluding weekends) and such other leave days (including disability leave) as shall be applicable to other certified employees of the DISTRICT under applicable School Board policies.
4. **Insurance.** The DISTRICT at its sole cost and expense shall furnish the following insurance benefits.
- a. medical insurance with dependent coverage;
 - b. dental insurance with dependent coverage;
 - c. vision insurance with dependent coverage;
 - d. long-term disability insurance under the DISTRICT'S group policy and Provident Policy No. 4071035 – premium not to exceed \$2,500.00 annually;

e. term life insurance in the amount of two times the salary of SENTI if death is the result of natural causes and four times SENTI'S salary if death is accidental. SENTI has the option of increasing the level of coverage at his expense.

5. **Deferred Compensation.** Upon determination that SENTI'S performance warrants such action, the Board, by separate written notice may grant SENTI a sum, to be determined on or before May 1 of each year, as deferred compensation to be paid to such firm or corporation as SENTI shall designate under such terms and conditions to make such payment exempt from state and federal taxation until such time as it shall be received by SENTI as income. Such payments shall not diminish the amounts required to be paid pursuant to paragraph 2 (above).

6. **Evaluation.** Annually, the DISTRICT will conduct and prepare a written evaluation of SENTI based upon goals and objectives mutually established. Such evaluation shall be used by the Board of Education in determining the compensation to be paid in the next contract year (pursuant to paragraph 2 of this contract) and the amount of deferred compensation to be paid (pursuant to paragraph 6 of this contract).

7. **Termination.** This contract may be terminated only under the following circumstances:

- a. by mutual consent of the parties; or
- b. upon the death of SENTI; or
- c. upon SENTI'S disability for more than ninety consecutive days (including weekends and holidays); or

d. for cause by the DISTRICT. Prior to any such termination for cause the following procedures shall be adhered to by the DISTRICT:

1. SENTI shall receive a written notice of reasons for the proposed termination.
 2. No sooner than ten (10) days after receipt of such notice SENTI will be granted a hearing before the Board of Education (unless he shall waive such hearing in writing).
 3. The hearing will be closed to the public.
 4. After said hearing the DISTRICT will notify SENTI in writing of its decision.
 5. SENTI'S pay and benefits shall continue until he is notified of the Board's decision to terminate his contract.
8. **Resignation.** SENTI agrees to give the DISTRICT notice at least nine (9) months prior to the end of any contract period (June 30) of his intention to resign effective July 1 of the following year and to give his full effort and attention to his duties until the effective date of his resignation.
9. **Notices:** Any notice required under this contract shall be effective when mailed by certified mail as follows:

To the DISTRICT

c/o Board President
#2 Mark Twain Circle
Clayton, Missouri 63105

To SENTI

Donald M. Senti
18052 Babler Woods Estates
Wildwood, Missouri 63005

IN WITNESS WHEREOF the parties have signed this contract the day and date
first above written.

SCHOOL DISTRICT OF CLAYTON

DONALD M. SENTI

By: Omri E. Prüss
President

Donald M. Senti

Attest: Jilly Raymond
Secretary