

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made and entered into this 17th day of January, 2006, by and between BERNARD J. DUBRAY (hereinafter sometimes referred to as "Superintendent"), and the BOARD OF EDUCATION OF THE FORT ZUMWALT SCHOOL DISTRICT (hereinafter sometimes referred to as "Board"), a public body authorized and existing under the laws of the State of Missouri.

WHEREAS, the Superintendent has a contract with the Board to serve as Superintendent through the 2007-2008 school year; and

WHEREAS, the Board wishes Bernard J. DuBray to serve as Superintendent for an additional one (1) year period and he has agreed to do so;

NOW, THEREFORE, for and in consideration for the mutual covenants of the parties hereinafter set forth, be it agreed that:

1. The Superintendent is hereby employed by the Board to serve as Superintendent of the Fort Zumwalt School District for a three (3) year term commencing July 1, 2006 and ending June 30, 2009.
2. The Superintendent shall be paid the following salary:
 - (a) For the first year of this contract (July 1, 2006 through June 30, 2007), the Superintendent shall receive \$154,920, plus an increase of 3.08%, or a total salary of \$159,691, less deductions required by law or authorized by the parties. The 3.08% increase is one percent less than the average percentage increase given to teachers in 2006-2007.
 - (b) For the second year of the contract (July 1, 2007 through June 30, 2008), the Superintendent shall receive \$159,691, plus an increase equal to one percent less than the average percentage salary increase given to teachers that year, less deductions required by law or authorized by the parties.
 - (c) For the third year of the contract (July 1, 2008 through June 30, 2009), the Superintendent shall receive his 2007-2008 salary, plus an increase equal to one percent less than the average percentage salary increase given to teachers that year, less deductions required by law or authorized by the parties.
3. During the life of this contract, the Superintendent shall maintain a valid and appropriate certificate to serve as superintendent in the State of Missouri.
4. The Superintendent accepts employment as defined in this contract and agrees to perform such services as are required under the laws of Missouri and as directed by the Board. During the term of the contract, the Superintendent shall devote substantially all of his time, skill, labor, and attention to said employment, except that the Superintendent may engage in part-time teaching activities at local colleges and universities and may undertake part-time