

AMENDED ADMINISTRATOR'S CONTRACT

This Amended Administrator's Contract ("Agreement") is entered into by and between **Clarence E. Holman II** ("Mr. Holman") and the Board of Education of the **Jennings School District** ("Board" or "District").

The Board presently employs Mr. Holman for the 2007-08 school year under a contract of employment, entitled "Administrators Contract," which was executed on March 19, 2007. The Board and Mr. Holman mutually desire to amend the terms of their previously executed contract. The terms of such amendment are stated herein. Administrator and the District agree as follows:

Section A: Period of February 4, 2008, through June 30, 2009

1. Mr. Holman agrees to serve in the position of **Interim Superintendent** in the public schools of the District. Administrator's term of employment shall be **February 4, 2008, through June 30, 2009**, subject to the provisions below.
2. **Effective immediately**, Mr. Holman shall be entitled to a salary in the amount of **\$166,138.00**, which shall be prorated for the period of **February 4, 2008, through June 30, 2008**. Mr. Holman's salary shall be less all deductions and withholdings required by law and authorized by the Board and/or Mr. Holman. This salary shall be paid semi-monthly, in accordance with Board policies and regulations. For the 2008-09 school year (i.e., July 1, 2008, through June 30, 2009), Mr. Holman shall be paid at the rate of **1.85 of the highest step on the teachers' salary schedule**, which is the District's customary method for determining the pay of its superintendent. That salary shall also be less all deductions and withholdings required by law and authorized by the Board and/or Mr. Holman.
3. During his service as Interim Superintendent, Mr. Holman will continue to receive all benefits to which building-level District administrators are entitled. Mr. Holman is also granted **an additional five (5) vacation days** (beyond any existing vacation days that he may have already accrued as a result of his service as principal) to be used during the remainder of the 2007-08 school year, and those five days shall expire if not used by **June 30, 2008**.
4. Because Mr. Holman is required to travel between schools and to make other school-related trips, including but not limited to meetings with District representatives, State officials, attorneys, auditors, parents, community leaders, other area school officials, and constituents, it is recognized that Mr. Holman will incur certain expenses of a business nature relating to his use of a vehicle. Therefore, while he is serving as Interim Superintendent, the Board will provide Administrator with a transportation allowance of **\$500 per month**. However, Mr. Holman's travel allowance for the month of February of 2008 shall be prorated for the period of **February 4, 2008, through February 29, 2008**. Although he is receiving this travel allowance, Mr. Holman shall bear all other expenses/costs associated with the purchase, upkeep, and maintenance of his vehicle. In addition, the Board will pay Mr. Holman the **currently approved District mileage rate for all travel out of St. Louis County**; Mr. Holman is responsible for maintaining and submitting such mileage for reimbursement within 30 days of incurring the mileage.

5. Mr. Holman agrees to devote his full time, skill, labor, and attention to serving as Interim Superintendent in the District. Mr. Holman's employment is subject to, and he agrees to comply with, all duties and requirements applicable to his or her position, as directed by the Board, and as stated in any performance standards and criteria, policies, rules or regulations of the District, whether adopted or modified before or after the effective date of this Agreement. He acknowledges the receipt of, has read, and understands the content of the District's written performance standards and criteria, policies, rules and regulations. He further acknowledges the importance of maintaining, during the term of this Agreement, an updated knowledge of such standards, criteria, policies, rules and regulations.

6. Mr. Holman agrees to comply with all federal, state, and local laws. Mr. Holman also agrees to notify the Board if he is reported to the Missouri Department of Social Services Children's Division (or any other such Department in another State) for suspected child abuse or neglect, if he is arrested for any alleged criminal offense (other than a minor traffic or parking violation), or if he is arrested for, charged with, or pleads to a crime (other than a minor traffic or parking violation), during the term of this Agreement.

7. The Board agrees to defend, hold harmless, and indemnify Mr. Holman from any and all demands, claims, suits, actions, and legal proceedings brought against him in his individual capacity, or in his official capacity as agent and employee of the Board, provided that the incident arose while Mr. Holman was acting within the course and scope of his employment by District.

8. Mr. Holman will immediately and automatically, without the need for further Board action, assume the position of Head High School Principal (i.e., the top administrator at the High School) if any one of the following events occurs:

- (a) The Board hires another individual to serve as its Superintendent for the 2008-09 school year (i.e., for July 1, 2008, through June 30, 2009), thereby removing the need for an Interim Superintendent for such school year; or
- (b) Mr. Holman completes his service as Interim Superintendent at the end of the day on June 30, 2009.

Section B: Period of July 1, 2009, through June 30, 2010.

1. Mr. Holman shall serve in the capacity as Head High School Principal (i.e., the top administrator at the High School) from July 1, 2009, through June 30, 2010, subject to the other provisions of this Agreement. However, the parties understand that Mr. Holman's return to service as Head High School Principal may occur earlier than July 1, 2009, upon the occurrence of the event described in paragraph 8(a) of Section A above.

2. For the period of July 1, 2009, through June 30, 2010, Mr. Holman shall receive a salary that is calculated in reference to the administrators' salary index in effect for the 2009-10 school year. If Mr. Holman is moved back to the position of Head High School Principal during the 2008-09 school year but earlier than June 30, 2009 (i.e., if he is moved under paragraph 8(a)

of Section A above), he shall retain the same salary for the 2008-09 school year as he would have earned had he been maintained in the position of Interim Superintendent through June 30, 2009.

3. Mr. Holman's salary shall be paid semi-monthly, in accordance with Board policies and regulations.

4. Mr. Holman agrees to devote his full time, skill, labor, and attention to serving as Head High School Principal consistent with the provisions of this Agreement. Mr. Holman's employment is subject to, and he agrees to comply with, all duties and requirements applicable to his position, as directed by the Board, and as stated in any performance standards and criteria, policies, rules or regulations of the District, whether adopted or modified before or after the effective date of this Agreement. He acknowledges the receipt of, has read, and understands the content of the District's written performance standards and criteria, policies, rules and regulations. He further acknowledges the importance of maintaining, during the term of this Agreement, an updated knowledge of such standards, criteria, policies, rules and regulations.

This Agreement may be amended as mutually agreed to in writing by the parties.

If any part of this contract is determined to be invalid, the remainder of the contract shall continue with full force and effect.

In witness whereof, Board and Mr. Holman have executed this Agreement as of the date by which both parties have affixed their signatures.

By: Clarence Holman
Clarence Holman

Dated: February 4, 2008

By: [Signature]
President, Board of Education

Dated: Feb 11, 2008

By: [Signature]
Secretary, Board of Education

Dated: Feb 11, 2008