

SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS AGREEMENT, made the 19th day of March, 2004, between DAVID L. BENSON ("Superintendent") and THE SCHOOL DISTRICT OF THE CITY OF LADUE, County of St. Louis, State of Missouri ("School District").

In consideration of the agreements of the parties stated herein, it is agreed as follows:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the School District. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the Chief Executive Officer of the School District, and will comply with all Statutes of the State of Missouri.

2. TERM

The School District agrees to employ David L. Benson as Superintendent of its schools for the term of three years from July 1, 2004, to and including June 30, 2007.

3. EVALUATION

The Board of Education shall evaluate the Superintendent, at least annually, using a criteria and process adopted by the Board. This evaluation shall take place on or before June 1 of each year.

4. PROFESSIONAL LIABILITY

The School District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the School District provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance.

5. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of his attendance to be paid by the School District and shall advise the Board of his attendance at such meetings in advance of such meetings, if possible, and otherwise thereafter.

The School District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent, including professional and civic responsibilities upon presentation of proper documentation consistent with School District's policies and procedures

6. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The reasonable cost of said physical examination and reports shall be paid by the District.

7. COMPENSATION

For the year July 1, 2004 – June 30, 2005, a salary of \$180,000 shall be paid to the Superintendent. For the year July 1, 2005 – June 30, 2006, a salary of \$185,500 shall be paid to the Superintendent. For the year July 1, 2006 – June 30, 2007, a salary of \$191,500 shall be paid to the Superintendent. School District and Superintendent shall also make the contributions required by law to the Public School Retirement System of Missouri.

For services rendered, reports correctly made, according to law, and performance of the Superintendent's obligations and duties, the Board of Education shall issue warrants upon the School District Treasurer for the amount of salary due under this Agreement. Each year's salary shall be paid in 12 equal monthly installments.

8. BENEFITS

The Superintendent shall be entitled to participate in all benefit plans currently available to employees of the School District. The School District will contribute to the health, dental and vision benefit plans, for the Superintendent and his wife, to the same extent and on the same terms available to employees of the School District, and to the long-term disability insurance for Dr. Benson only, to the same extent and on the same terms available to other employees of the School District. The District will purchase term life insurance in the face amount of \$350,000 for the Superintendent at a cost not to exceed

\$500.00 per year, if available. The Superintendent shall as of July 1, 2004, be fully vested with paid sick leave benefits of 120 working days. The Superintendent shall be entitled to 20 vacation days, plus winter vacation and spring vacation, as established in the annual school calendar. In addition, Superintendent shall be entitled to take six (6) paid days to act as a consultant.

9. TRANSPORTATION

The School District shall lease the Superintendent a vehicle with a monthly cost for lease payments, all applicable taxes and gasoline not to exceed \$500 per month. In addition, the School District will incur the cost of insurance and maintenance of said vehicle.

10. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge during the term of this Agreement only for good and just cause.

11. RELOCATION EXPENSES

The School District agrees to pay the following relocation expenses:

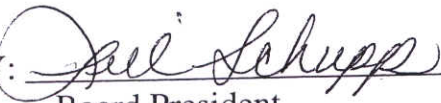
- a. Actual cost of moving household goods and personal effects to Ladue (but not to exceed reasonable costs);
- b. Prior to July 1, 2004, the Superintendent will work in the School District on such days as shall be established by mutual agreement, in advance, and in writing signed by the President of the Board and Superintendent, at \$725 per day plus reasonable, approved expenses.


12. SITE VISIT CONTINGENCY

This Contract is contingent upon School District's conducting a site visit to Superintendent's current place of employment as Superintendent, Blue Valley, Kansas and a record check of Superintendent, the results of which, if satisfactory to the School District's Board, shall cause this Contract to be entered into between the School District and Superintendent.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

SCHOOL DISTRICT OF THE CITY OF LADUE

BY: 
Board President


David L. Benson
Superintendent