

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this 16<sup>th</sup> day of January, 2006, by and between KENNETH COOK ("Superintendent") and the BOARD OF EDUCATION FOR MALDEN R-1 SCHOOL DISTRICT ("Board"). In accordance with its actions, as found in the minutes of the meeting held on the 16<sup>th</sup> day of January, 2006, the Board has and does hereby employ MR. KENNETH COOK as Superintendent of Schools for a period of 24 months commencing July 1, 2007. Both parties agree that said Employee shall perform the duties of Superintendent of Schools in and for the public schools of said district as prescribed by the laws of the State of Missouri, and by the rules and regulations made thereunder by the Board of Education of said District.

### WITNESSETH:

1. That, in consideration of an annual salary based on Teacher Salary Schedule, the Superintendent agrees to perform faithfully the duties and obligations of Superintendent of Schools required by the laws of the State of Missouri and the rules, regulations, and policies of the Board of Education, which are existing or which may hereafter be created by the MALDEN R-I SCHOOL DISTRICT BOARD OF EDUCATION, and to serve as Executive Officer of the Board of Education.

2. The Superintendent agrees to devote his full time, skill, labor, and attention to his employment during the term of this Contract, and will not engage in any pursuit which interferes with the proper discharge of his duties. However, subject to the foregoing, the

Superintendent will be permitted to make presentations at educational conferences and to teach at local colleges and universities, with prior notice to and consent of the Board. In addition, the Superintendent shall be entitled to any compensation which may be paid for such activities.

3. That the Superintendent shall receive health insurance coverage capped at the Board paid premium per month and board paid life insurance and insurance benefit policies not to exceed \$50.00 per month premium as well as other personal benefits according to other professional employees of the District. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent.

4. That the Superintendent shall receive ten (10) days vacation annually, exclusive of legal holidays. Vacation shall be taken within one year of when it was earned.

5. That the Board of Education shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was activity within the scope of his employment.

6. That the Superintendent will maintain a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri, as directed by the Board of Education.

7. That throughout the term of this Contract, the Superintendent shall be subject to discharge for just cause and provided that, following the Board's decision to discharge, the Superintendent shall have the right to service of written charges, notice of hearing, and an opportunity to provide the Board with reasons why his employment should not be terminated.

Notwithstanding the provisions of this paragraph, the Superintendent may challenge the Board's action in Court as a breach of his employment contract.


8. The Board may, at its option, with not less than ninety (90) calendar day's written notice to the Superintendent, unilaterally terminate this Employment Contract, without cause. In the event of termination without cause, the Board shall pay to the Superintendent as severance pay, all of the aggregate salary he would have earned under the Employment Contract, less such sums as the Superintendent may earn during normal business hours from other employment following such termination and until the end of the contract period. However, in order to obtain such severance pay, the Superintendent agrees that he will waive any legal claims that he may have against the District, the Board, its employees and agents arising from his employment and separation from the District as provided in this paragraph.

9. The Board's goals and objectives will be formulated by the Board in consultation with the Superintendent. These goals and objectives will be reduced to writing and will be reviewed and updated periodically during the term of this contract.

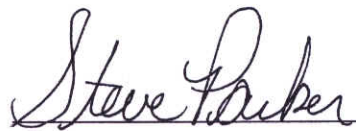
10. That the Board of Education shall devote a portion of, or all of one meeting during the contract year, to a discussion of the working relationship between the Superintendent and the Board, and concerning the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis. The Superintendent will receive a written evaluation from the Board at least once annually. In addition, the Superintendent shall have the right to make a written response to his evaluation and have the right to meet with the Board of Education to discuss his evaluation.

11. Renewal of the Superintendent's Contract shall be considered and a decision made to offer, or not to offer, an additional contract year, which would begin upon conclusion of this Contract. This decision will be made at the Board of Education's regular meeting in January of the contract year. The Board of Education may contract with the Superintendent for an additional year(s) under terms agreeable to both parties.

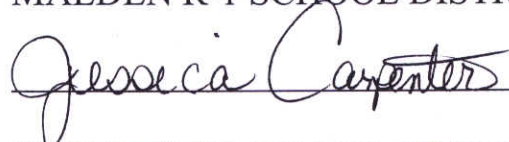
DATED this 17 day of January, 2006.



SUPERINTENDENT



PRESIDENT, BOARD OF EDUCATION  
MALDEN R-1 SCHOOL DISTRICT



SECRETARY, BOARD OF EDUCATION  
MALDEN R-1 SCHOOL DISTRICT

\*Salary is derived from the teacher salary schedule of Step 29 Specialist column, plus years of experience Step of the Specialist column, plus \$6000 annual travel expense.