

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 28th day of February, 2007, by and between DAVID KNES ("Superintendent") and the Board of Education for the VALLEY PARK SCHOOL DISTRICT ("Board"). In accordance with its actions as found in the minutes of the meeting held on the 28th day of February, 2007, the Board has and does hereby employ David Knes as Superintendent of Schools for a period of 3 years 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 of \$140,000, 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 Valley Park School District Board of Education, and to serve as Executive Officer of the Board of Education, throughout the 2007-08, 2008-09 and 2009-10 school years. For the 2008-09 school year, commencing July 1, 2008, and for the 2009-10 school year, commencing July 1, 2009, the Board shall consider increases to the Superintendent's salary in accordance with the procedure set forth in section 15 hereof. If the performance of the Superintendent under this Contract is satisfactory and if this Contract is extended to include the 2010-11 school year, the Superintendent's salary for the 2010-11 school year shall include an increase in base salary of \$10,000 over the prior year's salary plus a one-time bonus of \$10,000 for that school year.

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.

3. The Superintendent shall receive an automobile allowance of \$400 per month for all automobile travel for District business and shall be reimbursed by the Board for meals, lodging, and other necessary expenses incurred in the performance of his duties. The Superintendent shall provide an annual report to the Board relative to the automobile expenses incurred for operation and maintenance of the vehicle used for travel for District business, including receipts if requested by the Board.

4. That the Superintendent shall receive individual health insurance coverage and any other personal benefits accorded to other professional employees of the District. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent.

5. That the Superintendent shall join national and state professional and civic organizations related to the Superintendency and those required by the Board. In addition, the Superintendent shall attend appropriate professional meetings at the local, state and national level. The Board shall pay the costs of such memberships and meetings.

6. That the Superintendent does hereby agree to have a comprehensive medical examination not less than once every two years, and not more often than once each year; that a statement certifying the physical competency of the Superintendent shall be filed with the Secretary of the Board of Education and treated as confidential information by the Board, and the cost of said medical examination shall be paid by the Board.

7. That the Superintendent shall at his election be entitled to designate up to twenty (20) work days annually as days of vacation leave. In addition to those twenty days, the Superintendent shall be entitled to take vacation leave while school is not in session in the District during the Winter break. The Superintendent shall be entitled to carry over to the next school year any unused vacation days, to be used by the Superintendent at his discretion at any time prior to the end of the succeeding school year, provided that at the end of each school year vacation days remaining unused from the prior school year shall then lapse. Pursuant to District policy, the Superintendent shall be entitled to compensation for all unused vacation days eligible for carryover at the end of his employment by the District.

8. 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, provided the incident arose while the Superintendent was acting within the scope of his employment.

9. The Board of Education shall provide the Superintendent with a term life insurance policy in the amount of \$140,000, and the Board of Education shall pay the premium for said life insurance. The Superintendent shall designate the beneficiary or beneficiaries under said policy.

10. 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. It is expressly understood and recited that the Superintendent, in the performance of his duties and functions as the chief administrative officer of the school system conducted and operated by the Board, shall at all times be subject to the direction and control of the Board. The position of superintendent

of schools shall be subject to, and the Superintendent shall adhere to, the provisions of all of the applicable laws, statutes, and regulations prescribed by the State of Missouri, the state department of education, federal statutes and regulations, and of any other governmental authority having supervisory control over the conduct and operation of the school system in the School District.

11. If the Board of Education should terminate the employment contract of the Superintendent during the term of said employment contract except on the basis of disability (pursuant to section 12 hereof) or on the basis of cause (pursuant to section 13 hereof), the Board shall be liable to the Superintendent to pay all salary compensation and other compensation set forth and described in this contract for the term of the contract. If the Board is unable to maintain the other compensation set forth and described in this contract for the term of the contract by reason of the actions of third parties (e.g. insurance companies), then the Board shall pay to the Superintendent a sum equal to the cost to the Board of providing such other compensation set forth and described in this contract for the term of the contract, and said sum shall be paid to the Superintendent within thirty days of the date of the termination of this employment contract.

12. That should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and said disability exists for a period of more than one hundred twenty (120) consecutive days during any school year, the Board may, at its discretion, make a proportionate deduction from the salary stipulated, and if such disability continues for more than one hundred twenty (120) consecutive days, or if said disability is permanent, irreparable, or of such a nature as to make the performance of his duties impossible, the Board may, at its option, terminate this Contract, whereupon the respective

duties, rights and obligations hereof shall terminate.

13. That, in the event that the Superintendent shall hereafter become legally disqualified from continuing in the performance of his duties and functions as superintendent of schools for the School District for any reason, or that the Superintendent shall fail or refuse to comply with the applicable laws, statutes and regulations referred to in section 10 hereof, or that he shall be convicted of any crime involving moral turpitude, or that the Superintendent shall fail or refuse to comply with the written policies or directives of the Board in matters and actions affecting the operation of the school system and shall fail to remediate any alleged failure to so comply within a reasonable period of time after receipt of notice of such failure, then the Board shall have the right to immediately terminate this Employment Contract and any compensation and benefits payable hereunder, or to modify said contract, as may be required by the circumstances, any provisions hereof to the contrary notwithstanding. Such action shall be taken only by a vote of not less than a majority of all the members of the Board, upon written charges served upon the Superintendent and to be heard by the Board after notice to the Superintendent, who shall have the privilege of being present, together with counsel, and allowed to offer evidence and present a defense thereto. In all other events, this employment contract shall not be terminated by either of the parties without the express consent and approval of the other. These provisions relating to the termination of employment shall not, however, be construed to preclude the Board from relieving the Superintendent of all of his functions and duties in said employment at any time during the term hereof, without prejudice to the Superintendent's right to receive the compensation provided for in this Employment Contract.

14. That the Board of Education shall devote a portion of, or all of one meeting during each 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.

15. Renewal of the Superintendent's Contract shall be considered and a decision made to offer, or not to offer, an additional contract year at the meeting of the Board during which the Board establishes the salaries for the certified staff for the next school year, but not later than the Board's regular meeting in May of each school year. The Board shall also then establish the salary of the Superintendent for the next school year, which in no event shall be a lesser amount than the amount set forth in section 2 hereof. The Board may contract with the Superintendent for an additional year or years under terms agreeable to both parties.



SUPERINTENDENT



PRESIDENT-BOARD OF EDUCATION



SECRETARY-BOARD OF EDUCATION