

**EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS  
FOR  
SCHOOL DISTRICT OF WEBSTER GROVES, ST. LOUIS COUNTY, MISSOURI**

THIS AGREEMENT, executed as of this 9<sup>th</sup> day of April, 2008, by and between the SCHOOL DISTRICT OF WEBSTER GROVES, St. Louis County, acting by and through its Board of Education, hereinafter called "School District," and BRENT UNDERWOOD, hereinafter called "Superintendent," WITNESSETH, that:

WHEREAS, the School District has previously employed the Superintendent to serve as chief administrative officer of the School District and at this time desires to modify and extend the terms of the Superintendent's existing employment contract; and

WHEREAS, the Superintendent hereinabove named is fully qualified for such employment in the manner provided by law, and by his execution hereof intends to serve as the superintendent of schools for the School District, pursuant to the terms hereof;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto hereby contract and agree as follows:

**SECTION 1. TERM.** Subject to the terms hereof, the Superintendent shall be employed by the School District as its chief administrative officer for the school year commencing on July 1, 2008. This Employment Contract shall supersede and replace the employment contract entered into between the parties on April 9, 2007, which as of June 30, 2008, shall be of no further effect.

**SECTION 2. DUTIES.** During the aforesaid term of employment, the Superintendent shall devote his full time to the supervisory and administrative work required as the chief administrative officer of the school system conducted and operated by the School District. It is understood and agreed that he shall maintain a residence at a suitable location within the St. Louis metropolitan area for the performance of his duties in said position during the term of his employment.

**SECTION 3. PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, and the American Association of School Administrators, at District expense, and may attend educational programs offered through such organizations at District expense. The Superintendent may become a member of such other organizations as he may deem appropriate at District expense if approved by the Board. Unless directed otherwise by the Board, the Superintendent may participate in any other educational program at district expense within amounts budgeted for such purposes if, in his discretion, such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include amounts necessary for purposes of this section.

**SECTION 4. COMPENSATION.** For the school year commencing on July 1, 2008, the Superintendent shall receive compensation for his services in said employment in the amount of \$186,666. The annual salary shall be paid semi-monthly in equal installments, which shall cease on termination of this contract.

**SECTION 5. BENEFITS.** In addition to the compensation provided for in Section 4 of this agreement, the Superintendent shall receive the following benefits and reimbursements:

(a) **Expenses.** The Superintendent shall be compensated and reimbursed for all necessary and incidental expenses incurred by him in connection with said employment. The Superintendent shall submit appropriate substantiation of all business expenses incurred.

(b) **Automobile.** As a condition of employment, the Superintendent is required to purchase or lease a personally owned automobile for business purposes. As the Superintendent shall be required to travel between campuses and make other business related trips including, but not limited to, meetings with District representatives, attorneys, auditors, parents and constituents, it is recognized that the Superintendent will incur certain expenses of a business nature for the use of said vehicle. Therefore, the Board will reimburse the Superintendent the annual sum of \$6,000, payable in equal monthly installments, for the business use of said vehicle. The Superintendent shall submit appropriate substantiation of all business use of said vehicle. To the extent that this allowance is unsubstantiated, it shall be included in the Superintendent's taxable income. The Superintendent shall bear all costs associated with the purchase, upkeep and maintenance of the vehicle.

(c) **Insurance.** The School District will provide health and dental insurance for the Superintendent and his dependent children, and shall also provide \$250,000 face value term life insurance on the life of the Superintendent.

(d) **Vacation.** The Superintendent shall receive twenty (20) working days' vacation during the term of this contract. Any unused vacation time at the end of the term shall be deemed to have been waived by the Superintendent.

(e) **Illness.** The Superintendent shall be afforded leave for personal illness in the same amount and manner which the School District affords professional certified employees.

**SECTION 6. BOARD OF EDUCATION.** 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 School District, shall at all times be subject to the direction and control of the Board of Education of the School District. 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.

**SECTION 7. TERMINATION.** It is further understood and agreed that, in the event that the Superintendent shall become totally or permanently disabled from performing his duties and functions as superintendent of schools for the School District, or that he shall hereafter become legally disqualified from continuing in the performance thereof for any reason, or that the Superintendent shall fail or refuse to comply with the applicable laws, statutes and regulations referred to in Section 6, 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 of Education 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 of Education of the School District 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. 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 of Education of the School District 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.

**SECTION 8. RESOLUTION.** This agreement was duly authorized by resolution adopted by the Board of Education of the School District at a meeting thereof duly called and held on the 2<sup>nd</sup> day of April, 2008.

IN WITNESS WHEREOF, the Board of Education of the School District of Webster Groves, St. Louis County, Missouri, by its President, attested by its Secretary, and Brent Underwood have executed this Employment Contract on the day and year first above written.


SCHOOL DISTRICT OF WEBSTER GROVES  
ST. LOUIS COUNTY, MISSOURI

By:   
\_\_\_\_\_  
President, Board of Education

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Education

SUPERINTENDENT

  
\_\_\_\_\_  
Brent Underwood