

**CONTRACT TO SERVE AS SUPERINTENDENT OF SCHOOLS
ARCHIE R-V SCHOOL DISTRICT**

This agreement is entered this 15th day of February, 2007 between the Board of Education of the Archie R-V School District ("Board" or "District") and Sean Smith ("Superintendent").

1. **TERM.** The District agrees to employ Superintendent, and the Superintendent agrees to accept such employment as superintendent of the District's schools, for a period of two years, from July 1, 2007 through June 30, 2009, subject to the provisions of this agreement.

2. **SUPERINTENDENT'S DUTIES.** The Superintendent shall at all times during the term of this agreement possess a valid certificate enabling him/her to serve as a superintendent of schools in the state of Missouri.

The Superintendent shall have responsibility for the administration of the schools of the District under the direction of the Board, and shall act as chief executive officer of the District. As such, he/she shall be responsible for the selection, direction and assignment of the teachers and other employees in the manner that most efficiently and effectively accomplishes the educational mission of the district, and for making recommendations concerning the annual budget and for administering the budget adopted by the Board. The Superintendent shall provide for compliance with applicable laws and regulations relating to public schools in the state of Missouri, and shall perform his or her duties and supervise the employees and students of the District in a manner consistent with such laws and regulations.

The Superintendent shall administer and enforce the policies, rules, regulations and procedures of the District, shall recommend necessary additions or changes, and shall perform other administrative duties that are incidental to the position of superintendent or that may be assigned by the Board.

3. **PROFESSIONAL DEVELOPMENT.** The Superintendent may become a member of the Missouri Association of School Administrators, including the local district organization, the Missouri Association of Rural Educators, the West Central School Administrators Association, 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/she 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/her 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 paragraph.

4. **COMPENSATION.** The salary payable to the Superintendent under this agreement for the 2007-2008 school year shall be \$82,000. The salary payable to the Superintendent under this agreement for 2008-2009 school year shall be \$86,000. Salary shall be payable in equal installments on a monthly basis and subject to all deductions required by law or authorized by the Board and the Superintendent.

It is further agreed by both parties, contingent upon finding a suitable replacement, that the following replacement costs will be assessed for release from a contract: release during March-1% of contract, release during April-3% of contract, and release during May and thereafter-5% of contract.

5. **EVALUATION.** The Board of Education shall devote a portion or all of one meeting, at least annually, to a discussion with the Superintendent of an evaluation of his or her performance under the applicable guidelines for performance based evaluation available through The Department of Elementary and Secondary education, or under another evaluation method agreed upon by the Superintendent and the Board.

6. **BENEFITS.** The Superintendent shall be entitled to all of the benefits applicable to certificated employees, and in addition shall be entitled to the following benefits:

(1)**VACATION.** The Superintendent shall be entitled to two weeks paid vacation during each year of this agreement, exclusive of weekends and legal holidays. Vacation days shall be cumulative to the extent that unused vacation days earned during a given year may be carried over for use during the next year up to a maximum of fourteen days. Any accumulated vacation days remaining upon termination of the Superintendent's employment or the Superintendent leaving the District shall be paid to the Superintendent at the per diem rate of 1/250 multiplied by the annual salary then payable to the Superintendent.

(2)**EXPENSE REIMBURSEMENT.** The Superintendent shall be reimbursed by the Board of Education for reasonable and necessary expenses incurred in the performance of his/her duties. The Superintendent shall turn in receipts for meals, lodging and travel.

(3)**DEFENSE AND INDEMNIFICATION.** The District shall defend, indemnify and hold the Superintendent harmless for legal actions brought against the Superintendent arising out of his employment with the district based upon acts within the scope of employment, excluding criminal litigation and any defense or indemnification that the District can not provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

(4)**DISABILITY INSURANCE.** The District shall purchase a policy of long-term disability insurance for the Superintendent to remain effective during the term of the Superintendent's employment with the district, which policy shall provide income equal to at least two-thirds of the average salary payable during the then-existing term of this agreement, to become effective at such time as the Superintendent, by reason of accident, illness or other disability, is no longer able to perform the essential functions of his position under this agreement, and to provide such income commencing with the expiration of all paid leave available to the Superintendent under this agreement. Prior to the execution of this agreement, the District may request in writing that the Superintendent provide evidence of insurability in the form of a commitment from an insurance company to provide such coverage, and stating the premium payable thereon.

7. **TERMINATION-DISABILITY.** In the event of any illness or disability which renders the Superintendent unable to perform the essential duties required under this agreement with or without reasonable accommodation, following the expiration of any period of leave required by law, and including any regular sick leave days or other regular leave days to which the Superintendent is entitled, which period of leave shall be paid, and an additional period of paid leave if necessary so that the total period of paid leave terminates effective with the payment of benefits under any policy of disability insurance provided in paragraph six of this agreement, or six months from the date that such illness or disability caused the Superintendent to become unable to perform duties under this agreement, whichever period is shorter, the Board of Education may terminate this contract following notice and an opportunity for the Superintendent to be heard.

8. **TERMINATION-FOR CAUSE.** This contract may be terminated, following written notice and an opportunity for a hearing, for cause, including failure to comply with the terms of this contract or any cause for which the contract of a permanent teacher may be terminated. Except in the case of alleged immoral conduct or criminal acts, the Superintendent shall be given written notice of causes that may result in termination if not corrected, at least sixty days before charges are filed, and an opportunity to address the problem areas identified in the written notice. Following termination of this contract by the Board of Education, no further salary shall be payable. The Superintendent may be suspended with pay pending the decision of the Board. The hearing shall be conducted as otherwise required by law.

9. **SATISFACTION OF CONTRACT.** The Board of Education may completely discharge its obligations under this agreement at any time by paying to the Superintendent all of the contracted salary to which the Superintendent is entitled for the remainder of the contract period, subject to deductions required by law.

10. **RETIREMENT.** The Superintendent may, by giving a minimum of ninety days written notice to the Board prior to the end of any school year, retire effective upon the completion of such school year during the term of this agreement and terminate this agreement effective upon such date. In order to exercise this option, the Superintendent must be eligible to receive full benefits under the Teacher Retirement System. If, following retirement under this section, the Superintendent accepts employment as a school administrator in another district for a period covered under this agreement, the Superintendent shall pay to the District, as liquidated damages and not as a penalty, an amount equal to the salary payable for such period.

11. **CONTRACT EXTENSION.** By February 1 of each year that this agreement remains in effect, the District shall notify the Superintendent of whether it intends to extend this agreement for an additional school year, under the same terms and conditions, subject to modification of the salary for such additional year. Each year that this agreement remains in effect, the Board may extend this agreement for an additional period of one year without the necessity of an additional writing by motion approved by a majority of the Board of Education recorded in the minutes. If no compensation for the period extension is stated in the motion, then it shall be deemed to be the amount provided for the year immediately preceding the extension. The Superintendent may accept the extension of the contract by indicating his/her acceptance in a signed writing, delivered to the Board President prior to July 1, or may propose different terms prior to such date. The terms of the extension agreed upon may be reduced to writing in the form of an addendum and signed by the parties. A motion to extend this agreement, following approval by a majority of the Board, may not be rescinded or reconsidered without the written consent of the Superintendent.

12. **SEVERABILITY.** If it is determined at any time that any provision of this contract is illegal or unenforceable, the remaining terms shall not be affected.

13. **BOARD AUTHORIZATION AND SIGNATURES.**

BY ORDER OF THE BOARD OF EDUCATION, the District has approved this contract by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by his signature.

ARCHIE R-V SCHOOL DISTRICT

By:



President, Board of Education

2-15-07
Date

Attest:



Secretary

2-15-07
Date

SUPERINTENDENT



2-16-07
Date

ADDENDUM EXTENDING CONTRACT OF EMPLOYMENT

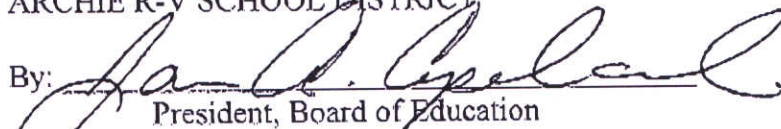
This addendum is entered into this 21st day of January, 2008 between the Board of Education of the Archie R-V School District ("Board" or "District") and Sean Smith ("Superintendent") for the purpose of extending the contract previously entered into between the parties dated February 20, 2007.

The parties hereby agree that the terms of the original agreement shall be extended for the 2009-10 and 2010-11 school years. The "Superintendent" agrees to waive family medical insurance coverage and be compensated the yearly salary per year below.

2008-09	2009-10	2010-11
\$92,000	\$96,000	N/A

BY ORDER OF THE BOARD OF EDUCATION, the District has approved this addendum to extend the original agreement by majority vote of the Board of Education on the date first above written, and the Superintendent has accepted by his/her signature.

ARCHIE R-V SCHOOL DISTRICT

By: 
President, Board of Education

1-21-08
Date

Attest: 
Secretary

1-21-08
Date

SUPERINTENDENT



1-21-08
Date