

SUPERINTENDENT CONTRACT

THIS CONTRACT is effective the 14th day of September, 2006 between the Board of Education of the City of St. Louis (hereinafter the "Board") and Dr. Diana Bourisaw (hereinafter "Superintendent").

WITNESSETH:

I. Duties

The Superintendent agrees to perform the duties and obligations of the Superintendent of Schools of the St. Louis Public Schools (the "District"). Superintendent shall perform her duties in accordance with the laws of the State of Missouri and the directives, policies, rules, regulations and procedures of the Board. Superintendent will act as an advisor to the Board on matters pertaining to the school administration of the District, and will inform the Board of significant administrative action taken on its behalf.

II. Certification and Bond

Superintendent shall acquire, and this Contract is conditioned upon the acquisition of, any necessary certification or other licensure required by the State of Missouri to serve as superintendent of schools, or a waiver from such requirements. Superintendent shall present the Board with proof of complying with all certification requirements.

Pursuant to Mo. Rev. Stat. § 168.211, the Board hereby requires Superintendent to provide immediately a bond of \$50,000, and the Superintendent agrees to provide such bond.

III. Term and Termination

The term of this Contract shall begin on the effective date specified above and shall continue until terminated. Either party may terminate this Contract at any time, with or without cause, by providing at least 60 days written notice to the other party.

IV. Compensation

The Board agrees to pay the Superintendent annual compensation for her services at an annual rate of \$210,000.00. The annual salary provided herein shall be paid in equal installments according to Board Regulations, less the deductions required by law and those authorized by the Superintendent.

V. Fringe Benefits

The Board shall provide the Superintendent with benefits on the same terms and conditions as such benefits are provided to other administrative employees of the District, including health, dental, vision and short and long-term disability insurance; bereavement leave and paid time off; life insurance; participation in the Public School Retirement System of the City of St. Louis in accordance with law; and expense reimbursement for all reasonable and necessary expenses as provided by and subject to the conditions contained in Board Policies and Regulations. Further, Superintendent shall (a) receive up to \$900.00 per month for purchase and maintenance of her own automobile, and (b) be entitled to ten professional development days and 15 consulting days annually without reduction in her salary.

VI. General Provisions

A. This Contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the hiring of Superintendent by the Board and contains all of the covenants and agreements between the parties with respect to the hiring of Superintendent by the Board.

B. Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any agreement, statement or promise not contained in this Contract shall not be valid or binding on either party.

C. Any modifications or alterations of this Contract will be effective only if made in writing and signed by both the Superintendent and an authorized representative of the Board.

D. This Contract shall be governed, construed and enforced in accordance with and interpreted under Missouri law.

E. If any provision of this Contract is held by a court of competent jurisdiction to be unlawful, invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

VII. Signatures

The individuals executing this Contract represent and warrant that they have the legal capacity and authority to do so on behalf of themselves and, in the case of the Board representative, on behalf of the Board.

IN WITNESS WHEREOF, the parties have executed this Contract.

BOARD OF EDUCATION OF THE
CITY OF ST. LOUIS

By: Terrence J. O'Brien

Date: Sept 15, 2006

SUPERINTENDENT

Olana L. Linn

Date: 9-15-06