

SUPERINTENDENT'S CONTRACT

MEMORANDUM OF AGREEMENT, made and entered into this 1st day of July , 2007, and by and between Ms. Melody Smith, hereinafter referred to as the "Superintendent", and the Board of Education of the School District of St. Joseph, St. Joseph, Missouri, hereinafter referred to as the "Board";

WITNESSETH:

WHEREAS, the said Melody Smith agrees to perform all duties incumbent upon her as Superintendent and Administrator of public schools within and for said school district for a term of three years, commencing on the 1st day of July, 2007, for which services properly rendered and reports correctly made, according to law, said Board of Education agrees to issue warrants in favor of the Superintendent upon the Treasurer of said School District in accordance with the following terms:

1. The annual salary for the first year of this contract beginning July 1, 2007 and ending June 30, 2008, shall be \$118,800.00 and shall be paid monthly in equal installments in accordance with Board policy, less the contributions required by law and those authorized by the Superintendent.

2. The annual salary for the second year of this contract beginning July 1, 2008 shall be negotiated by the parties hereto prior to July 1, 2008, but in any event said salary for the second year of this contract shall not be less than \$118,800.00 a year, paid monthly in twelve (12) equal installments, less the contributions required by law and those authorized by the Superintendent.

3. The annual salary for the third year of this contract beginning July 1, 2009 shall be negotiated by the parties hereto prior to July 1, 2009, but in any event said salary for the third year of this contract shall not be less than \$118,800.00 a year, paid monthly in twelve (12) equal installments, less the contributions required by law and those authorized by the Superintendent.

4. The Board agrees to provide a \$11,000.00 per year tax-sheltered annuity for the Superintendent.

5. The termination date of the existing contract may at the end of any contract year be extended if agreeable to both parties, but at no time shall the remainder of the contract together with any extension exceed three (3) years.

6. The applicable benefits included in this contract may be designated for retirement calculation at the option of the Superintendent.

7. As a condition to employment by the Board, the Superintendent agrees to maintain during the term of this contract, a valid certificate of license to teach and function as a superintendent in the public schools of the State of Missouri.

8. The Board agrees to pay the Superintendent a monthly car allowance in the amount of \$800.00 a month.

9. The Superintendent is entitled to any and all fringe benefits provided by the Board for administrative employees, including health and dental insurance benefits in the amount of \$100,000 per year for self and eligible family members.

10. The Superintendent shall receive twenty (20) working days vacation and be entitled to twenty (20) working days sick leave during the contract year in which it is earned, cumulative as provided by Board policy.

First Security Union Star

11. The Superintendent shall meet, at least annually, to a discussion with the Board regarding performance.

12. The Superintendent shall attend appropriate professional meetings at the local, state and national levels, the expense of attendance to be incurred by the Board.

13. The rules and regulations of the Board are hereby incorporated by reference into this agreement as if fully set out herein and both the Superintendent and the Board agree to be bound by them. By executing this contract the Superintendent acknowledges receipt of a copy of these rules and regulations of the Board.

14. It is hereby mutually agreed by and between the Superintendent and the Board that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges or duties of either party hereto by or under the laws of the State of Missouri.

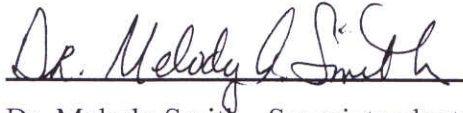
15. Termination by the School District.

A. Death or Disability. This Agreement shall terminate automatically upon the death of the Superintendent. In the event of the Superintendent's death, the School District shall have no obligation to pay any salary or benefits to her estate beyond the amount that had accrued to the date of death. In the event the Superintendent becomes totally disabled due to accident, mental or physical illness or for any reason other than death becomes incapable of performing the requirements of this Agreement, the School District, at its option, shall have the right to terminate this Agreement. If the Superintendent becomes totally disabled and is terminated, the Superintendent shall receive her monthly salary for six (6) months. The salary may be a combination of long-term disability insurance payments, if any, and salary, if permitted by the terms of the insurance policy, or shall be comprised totally of salary paid by the School District.


B. Termination for Cause. The School District may terminate the Superintendent's employment at any time for cause. For purposes of this Agreement, cause shall include, but not be limited to (i) refusal or willful failure to substantially perform the duties and responsibilities set forth in this Contract in good faith and to the best of the Superintendent's abilities; (ii) dishonesty, misappropriation, breach of fiduciary duty or fraud with respect to the School District or any of its assets; (iii) conviction of or pleading of nolo contendere for a felony or misdemeanor or any other offense which, in the judgment of the School District, would bring public disrespect, contempt or ridicule upon the School District; (iv) willful misconduct or gross negligence which has an adverse effect upon the School District or any of its assets or employees; (v) refusal to follow the proper written direction of the School District; or (vi) other material breach of a provision of this Contract that remains uncured for ten (10) days after written notice. Provided the termination by the School District is not based upon the grounds set forth in paragraph 16.B. (ii), (iii) or (iv), the School District shall pay the Superintendent the equivalent of six (6) months salary and shall pay the Superintendent's health insurance benefits for a period of six (6) months following the month in which notice of termination is given, unless otherwise mandated by law. Such payments are in recognition of the Superintendent's service and commitment to the School District and shall constitute the sole obligation of the School District to the Superintendent in the event of such termination. In the event termination is based upon the grounds set forth in paragraph 16.B. (ii), (iii), or (iv), the Superintendent shall not be entitled to receive any such payments following termination.

C. Termination by the Superintendent. The Superintendent may terminate this Contract upon written notice to the School District at least six (6) months prior to the termination date. The Superintendent shall perform her duties and obligations hereunder through the termination of the Contract, unless the School District instructs her otherwise. In the event the Superintendent terminates this Contract, the School District shall have no liability to pay the Superintendent any compensation or provide her with any benefits described herein after the date of such termination.

IN WITNESS WHEREOF, the Board has caused this instrument to be executed in its name by its proper officials and the Superintendent has executed the same all on the day and year first above written.



Dr. Melody Smith - Superintendent
The School District of St. Joseph

By 

Mrs. Diane Watson - President
Board of Education
The School District of St. Joseph
St. Joseph, Missouri

Attest: