

## SUPERINTENDENT CONTRACT

This contract is entered this 29<sup>th</sup> day of November, 2016, by and between the Board of Education of Joplin Schools (“Board” or “District”) and Dr. Melinda Moss (“Superintendent”).

1. **TERM.** The District agrees to employ Superintendent, and Superintendent agrees to accept such employment as superintendent of the District’s schools, for a period of 36 months from July 1, 2017 through June 30, 2020; subject to the provisions of this contract. Upon written mutual agreement, and according to additional terms to be set forth therein, the Superintendent may begin employment under this contract as early as April 1, 2017 to provide time for transition before the end of the 2016-2017 school year.
2. **COMPENSATION.** The salary payable to the Superintendent under this contract for the 2017-2018 school year shall be \$180,000. The salary for the 2018-2019 and 2019-2020 school years shall be the salary for the previous year plus a minimum increase, as follows:

### **Equivalent Increase**

Superintendent shall receive a total annual salary for the 2018-2019 school year (July 1, 2018 through June 30, 2019) in the amount of one hundred eighty thousand and 00/100 Dollars (**\$180,000.00**) plus an increase in an amount equal to the average percent increase\* applied to full-time certificated staff within the District for the 2018-2019 school year, to be paid monthly in twelve equal installments, less applicable deductions, or as otherwise provided by Board of Education policy. Superintendent shall receive a total annual salary for the 2019-2020 school year (July 1, 2019 through June 30, 2020) in the same amount as 2018-2019 plus an increase in an amount equal to the average percent increase applied to full-time certificated staff within the District for the 2019-2020 school year, to be paid monthly in twelve equal installments, less applicable deductions, or as otherwise provided by Board of Education policy.

**\*Average Percent Increase** to be calculated as the average increase percent given to Steps 15 of BS, BS+16, MS, MS+16.

Salary is payable in equal installments over 12 months, according to Board policies and procedures, less all legally required and permissible deductions and withholdings.

3. **SUPERINTENDENT’S DUTIES.** The Superintendent shall be responsible for the administration of the schools of the District at the direction of the Board. The Superintendent shall act as chief executive officer of the District. The Superintendent shall administer, enforce, and comply with the policies, rules, regulations and procedures of the District, as they currently exist or shall hereafter be amended, and with state and federal law. The Superintendent shall recommend necessary additions or changes to District policies, regulations, and procedures, and shall perform other administrative

duties that are incidental to the position of Superintendent or that may be assigned by the Board. The policies and regulations of the District, as they currently exist or hereafter may be amended are made part of this Contract.

The Superintendent acknowledges that one of the essential duties of this position is positive communication with the community. Any activity, criminal or otherwise, that becomes known to the District after entering into this contract or that occurs after entering into this contract that inhibits the Superintendent's ability to effectively serve as a leader in the school community or in the community at large will be grounds for termination.

**4. CERTIFICATION.** The Superintendent shall at all times during the term of this contract possess a valid certificate enabling him/her to serve as a superintendent of schools in the State of Missouri. The Superintendent will maintain such certification while he/she serves as Superintendent of Schools. Failure to maintain such certification shall render this Contract void and of no effect, as of the date that such certification expires, is suspended or revoked, or otherwise ceases to be in full force and effect.

**5. BACKGROUND CHECK.** The Superintendent understands that his/her employment by the Board is contingent upon maintenance of satisfactory criminal and child abuse/neglect records reports. In the event this Contract constitutes Superintendent's initial employment with the District or a return to employment with the District following any period of separation from the District other than a leave approved by the Board, the criminal background check shall include an FBI fingerprint check, in accordance with Missouri law. A report that in the judgment of the Board is unsatisfactory shall constitute good cause for termination of this Contract. In addition, the Board may require the Superintendent to submit to additional criminal background checks throughout the term of this contract. If the District receives a report that is considered unsatisfactory, as determined in the sole discretion of the Board, this contract shall be immediately void.

The Superintendent shall also immediately notify the Board of any charges, pleas, convictions and/or sentences that occur after the dates of the foregoing criminal and child abuse/neglect record checks.

**6. PROFESSIONAL DEVELOPMENT.** In any year in which the District is a member of the Missouri School Boards' Association, 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. The Superintendent may become a member of other professional and educational organizations at District expense, if approved in advance by the Board. Unless directed otherwise by the Board, the Superintendent may attend and participate in educational programs offered by such organizations, at District expense, within amounts budgeted for such purposes, if such participation is in the best interest of the District. The annual budget submitted by the Superintendent shall include such amounts.

**7. EVALUATION.** The Board shall devote a portion or all of one meeting during each contract year to a discussion regarding the working relationship between the Superintendent and the Board and the Superintendent's performance. The Board shall determine the appropriate method for evaluation of the Superintendent's performance. This provision, however, does not limit the Board's right to evaluate the Superintendent's performance on an ongoing basis.

**8. OTHER WORK.** The Superintendent agrees to devote his or her full time, skill, labor, and attention to serving as a superintendent in the District during the term of this contract, and will not engage in any pursuit that interferes with the proper discharge of his or her administrative duties. The Superintendent may not undertake consultation work, speaking engagements, writing, teaching a college or university course, lecturing, or other professional duties and obligations without prior approval from the Board. The Board will grant approval so long as such other work would not, in the Board's opinion, interfere in a material and/or substantial way with the Superintendent's obligations set forth in this contract.

**9. BENEFITS.** The Superintendent shall receive insurance coverage as set forth below and any other personal benefits (including but not limited to, sick leave, personal leave, and school holidays) accorded to other professional employees of the District. Any improvements in fringe benefits provided to other professional employees will automatically apply to the Superintendent. In addition, the Superintendent shall be entitled to the following benefits.

**(A) VACATION.** The Superintendent shall be entitled to 10 days paid vacation in 2017-2018 and 20 days paid vacation each year thereafter, exclusive of weekends and legal holidays. All other leave shall be in accordance with Joplin Schools benefits for full time employees

**(B) DEFENSE AND INDEMNIFICATION.** 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/her individual capacity, and/or in his/her official capacity as agent and employee of the Board, provided that the incident arose while the Superintendent was acting within the course and scope of the Superintendent's employment, excluding criminal proceedings and any defense or indemnification that the District cannot provide under state law. In no case shall individual Board members become personally responsible for any obligation to the Superintendent under this paragraph.

**(C) TRANSPORTATION/MOBILE COMMUNICATION EXPENSES.**

As a condition of employment, 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 such transportation. Therefore, the District will provide the Superintendent with a

monthly transportation allowance of \$450.00. Except as provided in this paragraph, the Superintendent shall bear all costs associated with the purchase, upkeep, and maintenance of any vehicle used to provide such transportation. As necessary, travel outside of the district may be required. The Superintendent may use a district owned vehicle and submit actual expenses for reimbursement of fuel, tolls, parking, etc. The District shall provide the Superintendent a monthly mobile data/telephone expense allowance of One Hundred Dollars and No Cents (\$100.00). Transportation and Mobile Communications allowances will be included in taxable income as required by law.

**(D) INSURANCE.** The Superintendent shall be entitled to all of the insurance benefits applicable to full-time certificated employees in accordance with the District's policies and/or procedures. The Superintendent acknowledges that the Board may subsequently alter such benefits by amending these policies and/or procedures during the term of this Agreement.

**(E) MOVING EXPENSES.** The Board agrees to reimburse Superintendent her actual, necessary and reasonable moving costs in an amount not to exceed \$5,000.00. Payment will be made to Superintendent upon receipt of such documentation of said expenses as are deemed reasonably necessary by the Board.

**10. ATTENDANCE.** The Superintendent shall keep a record of his or her attendance and shall designate each day of absence as sick leave, personal leave, vacation leave, or a professional development day. This record shall be provided to the Board Secretary, and provided as a report to the Board, on a monthly basis. Days that the Superintendent is attending a function as a representative of the District will not be counted as a day of absence.

This Contract may be terminated for excessive absences, at the discretion of the Board, even if the Superintendent has not exhausted paid leave days available, as long as the absence is not otherwise protected by law.

**11. TERMINATION - DISABILITY.** In the event an illness, accident, disability, or other incapacity renders the Superintendent unable, with or without reasonable accommodation, to perform one or more of the essential duties required under this Contract, and following the expiration of any period of leave required by law, Board policy, or under this Contract, including (a) any paid sick leave days or other regular leave days to which the Superintendent is entitled by Board policy, and (b) any additional period of paid leave, if necessary, so that the total period of paid leave terminates effective (i) with the payment of benefits under any policy of disability insurance provided under this Contract, or (ii) six months from the date that the disabling condition caused the Superintendent to become unable to perform the essential duties required under this Contract – whichever period is shorter – the Board may terminate this Contract, after notice and an opportunity for the Superintendent to be heard as required by law.

**12. TERMINATION - FOR CAUSE.** This contract may be terminated during its term for cause, which shall be defined to include, but shall not be limited to, the following: (a) neglect of duties and responsibilities; (b) poor performance, incompetence, or inefficiency in the line of duty; (c) failure to comply with policies and/or rules and regulations of the Board; (d) failure to comply with directives of the Board; (e) failure to abide by federal law and/or the laws of the State of Missouri; (f) immoral conduct; (g) material breach of this contract; or (h) any other good or just cause, as defined by Missouri law. Prior to discharge, the Superintendent shall be given written notice of charges and an opportunity for a hearing before the Board as required by law. If the Superintendent chooses to be represented by legal counsel at such hearing, he/she shall bear any costs attendant to such representation. Such hearing shall be conducted in closed, executive session unless otherwise provided by mutual agreement of the parties or otherwise required by law. The Superintendent's compensation shall end as of the effective date of termination.

**13. TERMINATION - MUTUAL AGREEMENT.** This contract may be terminated by mutual agreement of the parties at any time.

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

**15. RETIREMENT.** The Superintendent may, by giving written notice no later than January 1, retire effective upon completion of such fiscal year and this contract shall terminate at such time. The parties may mutually agree to a shorter notice period.

**16. RESIDENCE.** The Superintendent shall reside within the boundaries of the School District during her employment with the District, provided however, that in the event the Superintendent is required to relocate into the District, she shall have six months from July 1, 2017 to comply with this provision.

**17. CONTRACT EXTENSION.** The Board may notify the Superintendent annually whether it intends to extend this Contract for an additional school year after the end of the then-current term. After the Board's determination of the Superintendent's salary for the next school year, if applicable, the terms of any extension shall be approved and reduced to writing by means of an addendum to this Contract or by a new contract.

**18. DEDUCTIONS.** The Superintendent authorizes the District to withhold any amounts owed to the District from the Superintendent's paycheck or any other type of payment provided the Superintendent by the District, including but not limited to liquidated damages when applicable, unpaid lunch amounts and payment for unreturned property.



19. **GOVERNING LAW.** The provisions of this Contract will be governed by the laws of the State of Missouri.


20. **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.

21. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between Superintendent and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Contract must be in writing and signed by the parties.

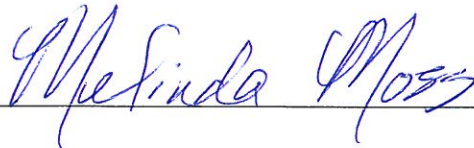
**BY ORDER OF THE BOARD OF EDUCATION,** the Board President and Secretary have affixed their signatures below to confirm that the District, by majority vote of the Board of Education, has approved this Contract; and by affixing his or her signature below, the Superintendent has accepted this contract.

BOARD OF EDUCATION,  
JOPLIN SCHOOLS

By:  11/29/16  
President, Board of Education / Date

Attest:  11/29/16  
Secretary, Board of Education / Date

SUPERINTENDENT

 11/29/16  
Date