SUPERINTENDENT’S EMPLOYMENT CONTRACT  
MEHLVILLE SCHOOL DISTRICT R-IX

THIS AGREEMENT is made and entered into this 21st day of May, 2015, by and between Chris Gaines, Ed.D (“Superintendent”) and the Board of Education of Mehlville School District R-IX, a Missouri public seven-director school district located in St. Louis County (“Board”, “District” or “Mehlville”). In accordance with its actions, as found in the minutes of the meeting on the 19th day of February, 2015, and the 21st day of May, 2015, the Board has and does hereby employ Chris Gaines, Ed.D as Superintendent of Schools for a total period of 36 months broken into three separate contractual periods commencing on July 1, 2015 and ending on June 30, 2018. Both parties agree that said employee shall perform the duties of Superintendent of Schools in and for the public schools of said District, as prescribed by the laws of the State of Missouri, and by the rules and regulations made now or hereafter by the Board of said District. This Agreement amends and supersedes the Superintendent’s Employment Contract dated February 19, 2015, and any amendment thereto, to adjust compensation and benefits and to include a residency requirement for the Superintendent.

WITNESSETH:

COMPENSATION

1. The superintendent’s salary for the 2015-16 school year shall be Two Hundred Five Thousand Five Hundred and 00/100 Dollars ($205,500.00) commencing on July 1, 2015 and ending on June 30, 2016. Salary shall be paid in equal installments, subject to all deductions required by law or otherwise authorized by agreement of the Superintendent and the Board, in accordance with the law and District policy and regulation.

2. The superintendent’s salary for the 2016-17 school year shall be the same as it was for the 2015-16 school year, which is Two Hundred Five Thousand Five Hundred and 00/100 Dollars ($205,500.00). Salary shall be paid in equal installments, subject to all deductions required by law or otherwise authorized by agreement of the Superintendent and the Board, in accordance with the law and District policy and regulation.

3. The superintendent’s salary for the 2017-18 school year shall be Two Hundred Ten Thousand and 00/100 Dollars ($210,000.00). Salary shall be paid in equal installments, subject to all deductions required by law or otherwise authorized by agreement of the Superintendent and the Board, in accordance with the law and District policy and regulation.
4. In an effort to meet the Board’s goal of having a visible chief administrator reside full time in the community, the superintendent shall reside full time in a permanent residence within the legally defined boundaries of the Mehlville School District.

5. The superintendent will be reimbursed once, up to a maximum of $10,000., for reasonable and ordinary moving expenses from his current permanent address to a new residence within the legal boundaries of the District, provided that such move occurs on or before January 1, 2016. The expenses are subject to approval by the District, which shall be evidenced by signature of two officers of the Board.

SUPERINTENDENT’S DUTIES

6. The Superintendent shall have responsibility 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. Accordingly, the Superintendent’s duties shall include, but not be limited to, (a) making recommendations regarding the selection, and for the direction and assignment, of the teachers and other employees in the District in the manner that most efficiently and effectively accomplishes the educational mission of the District, and (b) 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 all duties and supervise the employees and students of the District in a manner that is consistent, and in full compliance, with such laws and regulations as they currently exist or may hereafter be modified.

The Superintendent shall administer, enforce, and comply with the policies, rules, regulations, and procedures of the District, as they currently exist or may hereafter be modified. The Superintendent shall recommend additions, deletions, or other modifications to such policies, rules, regulations, and procedures, as may be appropriate, necessary, or required by law. The Superintendent shall also perform other administrative duties that are incidental to the position of Superintendent or that may be assigned by the Board.

AUTOMOBILE REIMBURSEMENT

7. Chris Gaines, Ed.D shall be reimbursed by the District for mileage at the rate approved by the Board while traveling inside and outside the Mehlville School District and on the business of Mehlville. He shall also be reimbursed by the Board for meals, lodging, and other expenses incurred in
the performance of his duties pursuant to the established policies, procedures and practices of the Board.

VACATION/LEAVE

8. The Superintendent shall be allowed vacation as follows:

Three weeks plus one week during Winter Break and one week during Spring Break during each contract year.

9. The Superintendent shall be allowed 15 days of Leave/Illness days per school year, which shall be taken in accordance with the established policies of the District.

BENEFITS

10. Chris Gaines, Ed.D, shall receive the personal benefits on the same terms accorded to other professional employees of the District including health, dental and vision insurance.

PROFESSIONAL ORGANIZATIONS

11. Chris Gaines, Ed.D shall join national and state professional organizations related to the Superintendency and those required by the Board. The Board shall pay the costs of such memberships and expenses related thereto pursuant to the Board policies, procedures and practices.

SUPERINTENDENT’S CERTIFICATE

12. Chris Gaines, Ed.D holds and will maintain a valid and appropriate certificate to act as Superintendent of Schools in the State of Missouri, as directed by the Board of Education.

EVALUATION MEETING

13. The Board of Education shall hold a closed meeting no later than February 2016, 2017 and 2018 to discuss Chris Gaines, Ed.D’s performance and his working relationship with the Board of Education.

TERMINATION – DISABILITY

14. In the event of an illness or disability that renders the Superintendent unable to perform, with reasonable accommodation, one or more of the essential duties required under this Contract, the Board may terminate this
Contract after the Superintendent has exhausted (a) any period of leave required by law and (b) all regular sick leave days or other regular leave days to which the Superintendent is specifically entitled; provided that the Board shall first serve the Superintendent with notice and an opportunity to be heard as may be required by law.

**TERMINATION – FOR CAUSE**

15. 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/or responsibilities; (b) 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 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 under this paragraph, the Superintendent shall be given written notice of the reason(s) for termination and an opportunity for a hearing before the Board if requested by the Superintendent within seven (7) days of notice of termination; provided, however, that the hearing, if requested, shall not be conducted earlier than thirty (30) calendar days from the date on which the notice of charges is delivered to the Superintendent. The Superintendent may be represented by legal counsel at and in connection with the hearing, at the Superintendent’s own cost. The hearing shall be conducted in closed, executive session unless otherwise provided by mutual agreement of the parties or if otherwise required by law.

**TERMINATION – MUTUAL AGREEMENT**

16. This Contract may be terminated by mutual agreement of the parties at any time. This Agreement may not be otherwise varied or altered except by mutual consent in writing.

**SEVERABILITY**

17. If it is determined at any time that any provision of this Contract is illegal or unenforceable, such determination shall not affect or invalidate the remainder of the Contract.

**GOVERNING LAW**

18. The provisions of this Contract will be governed by the laws of the State of Missouri.
DATED this 21st day of May, 2015.

SUPERINTENDENT OF SCHOOLS

PRESIDENT - BOARD OF EDUCATION

SECRETARY - BOARD OF EDUCATION