

COLUMBIA SCHOOL DISTRICT NO. 93
1818 West Worley Street
Columbia, MO 65203

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Contract is entered the 10th day of March, 2025, between the Board of Education of the Columbia School District No. 93 ("Board" or "District") and Dr. Jeffrey Klein ("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 three years, from July 1, 2025, through June 30, 2028, subject to the provisions of this Contract.

2. SUPERINTENDENT'S DUTIES. The Superintendent shall at all times during the term of this Contract possess a valid certificate enabling them 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 at the direction of the Board. The Superintendent shall act as the educational leader and chief executive officer of the District. The Superintendent shall, subject to approval by the Board, 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. The Superintendent shall be responsible 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 and shall perform all duties and supervise the employees and students of the District in a manner consistent with such laws, regulations, District policies and procedures.

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

The Superintendent is subject to and agrees to comply with all provisions, duties, and requirements applicable to their position, as directed by the Board, and/or as stated in any written performance standards or criteria, policies, procedures, or rules of the District, whether adopted or modified before or after the effective date of this Contract. The Superintendent also agrees to comply with all federal, state, local laws, and District policies and procedures.

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

3. COMPENSATION. The Superintendent's annual salary for the 2025-2026 school year (July 1, 2025 through June 30, 2026) shall be \$255,000 and shall be paid monthly in accordance with Board policy.

The Superintendent's annual salary for the 2026-2027 school year (July 1, 2026 through June 30, 2027) shall be increased by not less than 1% and not more than 6% of the Superintendent's annual salary for the 2025-2026 school year and shall be paid monthly in accordance with Board policy. The

amount of increase for the 2026-2027 school year shall be determined by the Board of Education, in its judgment and its sole discretion, based upon the Superintendent's performance and the financial condition of the District.

The Superintendent's annual salary for the 2027-2028 school year (July 1, 2027 through June 30, 2028) shall be increased by not less than 1% and not more than 6% of the Superintendent's annual salary for the 2026-2027 school year and shall be paid monthly in accordance with Board policy. The amount of increase for the 2027-2028 school year shall be determined by the Board of Education, in its judgment and its sole discretion, based upon the Superintendent's performance and the financial condition of the District.

4. CONTRACT EXTENSION. During the fall of the third full year of the Superintendent's employment with the District, specifically the 2027-2028 school year, the Board may vote to renew the Superintendent's employment for an additional period of time. The decision to extend the term of the Contract or enter into a new contract shall be made known to the Superintendent by no later than the October Board meeting. The termination date of the existing contract may be extended as described above, if agreeable to both parties, but at no time shall the remainder of the contract together with any extension exceed three years.

5. 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 their individual capacity, or in their official capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was acting within the scope of their employment.

6. TERMINATION. Throughout the term of this Contract, the Superintendent shall be subject to discharge for cause based on any of the following reasons: (i) failure to comply with policies and/or rules and regulations of the Board; (ii) failure to comply with directives of the Board; (iii) failure to abide by state or federal laws; (iv) immoral conduct; (v) a charge, plea, conviction, sentence or any suspended imposition of sentence or deferred prosecution of any crime other than a minor traffic violation; (vi) excessive or unreasonable absences from the performance of duties; (vii) conduct which is prejudicial to the District; or (viii) breach of this Contract, and provided that, following the Board's decision to discharge pursuant to this Section, the Superintendent shall have an opportunity to provide the Board with reasons why their employment should not be terminated and the opportunity to appear at a hearing before the Board to present evidence of why their employment under this contract should not be terminated for cause. The opportunity to appear before the Board will be in closed session.

7. SEPARATION. Throughout the term of the Superintendent's employment, a simple majority (4 board members) of the Board may vote to separate employment with the Superintendent for any reason. In the event a majority of the Board votes to terminate the Superintendent's employment pursuant to this Section, the Board shall pay as severance the amount of twelve (12) months of the Superintendent's annual base salary and twelve (12) months of district provided healthcare benefits from the time of such vote, from which standard withholdings and applicable deductions shall be made ("Severance"). The Board may elect to pay the Severance amount in one payment within thirty (30) days of the vote to terminate or in twelve (12) equal monthly installments. In the event that the Board discharges the Superintendent pursuant to this Section, all obligations of the Board under this Contract shall cease as of the date of the termination; provided, however, that the Board shall pay, the above-referenced Severance.

6. TERMINATION - DISABILITY. Should the Superintendent be unable to perform any or all of their duties by reason of illness, accident, or other cause beyond their control following the expiration of any period of leave required by law, and said disability exists for a period of more than sick leave days

accumulated or other regular leave days to which the Superintendent is entitled, the Board of Education may in its discretion make a proportionate deduction from the salary stipulated, and if such disability continues past the current school year or if said disability is permanent, irreparable, or of such nature as to make the performance of their duties impossible, the Board may terminate this Contract, following notice and an opportunity for the Superintendent to be heard.

7. TERMINATION – MUTUAL AGREEMENT. This Contract may be terminated by mutual agreement of the parties at any time. If the Superintendent seeks to resign before the end of the term of this Contract the Board may negotiate with the Superintendent a settlement amount in consideration for agreement to release the Superintendent from the contractual obligations. The agreement, if reached, will be subject to the writing and all other formalities required for a school district contract. However, the Board is not obligated to release the Superintendent from the Contract and the Board may decide to enforce the Contract. If no agreement is reached and the Superintendent decides to breach the Contract, the Board may pursue any lawful remedies and exercise any lawful rights including but not limited to monetary damages and an action to seek revocation of the Superintendent's certificate of license to teach.

8. 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 their performance. The evaluation shall include the use of the Missouri School Boards Association Superintendent Evaluation or similar DESE approved Evaluation template.

9. LEAVE. The Superintendent shall be entitled to 20 days of vacation and leave (including sick leave, personal leave) in the same manner and to the same extent as administrators within the District are provided pursuant to Board policy.

10. TRANSPORTATION ALLOWANCE. As a condition of employment, the Superintendent shall be required to travel locally 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 transportation allowance of \$6,000 per year. Transportation allowance will be included in taxable income as required by law. Out of District mileage will be paid for by the Board at the I.R.S. approved mileage reimbursement rate.

11. OTHER FRINGE BENEFITS. Except as provided herein, the Superintendent shall be entitled to any or all fringe benefits provided by Board policy for Administrators within the District. The Superintendent will receive Board paid family medical health care, vision and dental insurance annually. The Superintendent shall be entitled to participate in the District's Group Long Term Disability Insurance Plan at the Board's expense.

12. PROFESSIONAL DEVELOPMENT. The Board agrees to pay for professional dues of the Superintendent membership in the Missouri Association of School Administrators (MASA), the School Superintendents Association (AASA), and the Missouri Association of School Business Officials (MoASBO). The Board consents to Superintendent attending conferences associated with these professional associations' meetings or conferences. All requests for absence and projected travel expenses to attend any other conferences or association meetings of other associations are subject to Board approval prior to taking place. The Superintendent will provide receipts to the Board upon completion of travel.

13. BACKGROUND CHECK. The Superintendent understands that their 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.

14. OTHER WORK. The Superintendent agrees to devote their 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.

15. ATTENDANCE. The Superintendent shall designate each day of absence as a vacation day, personal day, a sick day, or a professional development day pursuant to Board policy.

16. RETIREMENT. The Superintendent may, by giving 10 months' written notice to the Board prior to the end of any fiscal year, 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.

17. 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.

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

19. SEVERABILITY. If it is determined at any time that any provision of this Contract is illegal or unenforceable, it is the intention of all parties that the remaining terms hereof shall not be affected.

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

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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 signing below.

COLUMBIA SCHOOL DISTRICT NO. 93

By: _____ (Date) _____
President, Board of Education
Suzette Waters

By: _____ (Date) _____
Secretary, Board of Education
Noël McDonald

SUPERINTENDENT OF SCHOOLS

By:  _____ (Date) 2-25-25
Dr. Jeffrey Klein