

THE STATE OF TEXAS <
COUNTY OF BELL <

< KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT IS MADE AND ENTERED INTO THIS, THE 1ST DAY OF July 2015, BY AND BETWEEN THE BOARD OF TRUSTEES (THE "BOARD") OF THE ACADEMY INDEPENDENT SCHOOL DISTRICT AND Kevin D. Sprinkles (THE "SUPERINTENDENT").

WITNESSETH:

NOW, THEREFORE, THE BOARD AND THE SUPERINTENDENT, FOR AND IN CONSIDERATION OF THE TERMS HEREINAFTER ESTABLISHED AND PURSUANT TO SECTION 23.28 OF THE TEXAS EDUCATION CODE, HAVE AGREED, AND DO HEREBY AGREE, AS FOLLOWS:

I. TERM

- 1.1 THE BOARD, BY AND ON BEHALF OF THE DISTRICT, DOES HEREBY EMPLOY THE SUPERINTENDENT, AND THE SUPERINTENDENT DOES HEREBY ACCEPT EMPLOYMENT AS SUPERINTENDENT OF SCHOOLS FOR THE DISTRICT FOR A TERM OF TWO (2) YEARS, COMMENCING ON July 1, 2015 AND ENDING ON JUNE 30, 2017. THE DISTRICT MAY, BY ACTION OF THE BOARD, AND WITH THE CONSENT AND APPROVAL OF THE SUPERINTENDENT, EXTEND THE TERM OF THIS CONTRACT AS PERMITTED BY STATE LAW.
- 1.2 THE BOARD HAS NOT ADOPTED ANY POLICY, RULE, REGULATION, LAW, OR PRACTICE PROVIDING FOR TENURE. NO RIGHT OF TENURE IS CREATED BY THIS CONTRACT. NO PROPERTY INTEREST, EXPRESS OR IMPLIED, IS CREATED IN CONTINUED EMPLOYMENT BEYOND THE CONTRACT TERM.

II. EMPLOYMENT

- 2.1 DUTIES. THE SUPERINTENDENT IS THE CHIEF EXECUTIVE OF THE DISTRICT AND SHALL FAITHFULLY PERFORM THE DUTIES OF THE SUPERINTENDENT OF SCHOOLS FOR THE DISTRICT AS PRESCRIBED IN THE JOB DESCRIPTION AND AS MAY BE ASSIGNED BY THE BOARD, AND SHALL COMPLY WITH ALL BOARD DIRECTIVES, STATE AND FEDERAL LAW, DISTRICT POLICY, RULES, AND REGULATIONS AS THEY EXIST OR MAY HEREAFTER BE AMENDED. SPECIFICALLY, IT SHALL BE THE DUTY OF THE SUPERINTENDENT TO RECOMMEND FOR EMPLOYMENT ALL PROFESSIONAL EMPLOYEES OF THE DISTRICT SUBJECT TO THE BOARD'S APPROVAL. IT SHALL BE THE FURTHER DUTY OF THE SUPERINTENDENT TO EMPLOY ALL OTHER PERSONNEL CONSISTENT WITH THE BOARD'S POLICIES. IT SHALL BE THE FURTHER DUTY OF THE SUPERINTENDENT TO DIRECT, ASSIGN, REASSIGN AND EVALUATE ALL OF THE EMPLOYEES OF THE DISTRICT CONSISTENT WITH BOARD POLICIES AND FEDERAL AND STATE LAW. IT SHALL BE THE FURTHER DUTY OF THE SUPERINTENDENT TO ORGANIZE, REORGANIZE, AND ARRANGE THE STAFF OF THE DISTRICT, AND TO DEVELOP AND ESTABLISH ADMINISTRATIVE REGULATIONS, RULES, AND PROCEDURES WHICH THE SUPERINTENDENT DEEMS NECESSARY FOR THE EFFICIENT AND EFFECTIVE OPERATION OF POLICIES, AND STATE AND FEDERAL LAW. IT SHALL BE THE FURTHER DUTY OF THE SUPERINTENDENT TO ACCEPT ALL RESIGNATIONS OF EMPLOYEES OF THE DISTRICT CONSISTENT WITH THE BOARD'S POLICIES, EXCEPT THE SUPERINTENDENT'S RESIGNATION, WHICH MUST BE ACCEPTED BY THE BOARD. THE SUPERINTENDENT SHALL PERFORM THE DUTIES OF THE SUPERINTENDENT OF SCHOOLS FOR THE DISTRICT WITH REASONABLE CARE, DILIGENCE, SKILL, AND EXPERTISE.
- 2.2 PROFESSIONAL CERTIFICATION. THE SUPERINTENDENT SHALL AT ALL TIMES DURING THE TERM OF THIS CONTRACT, AND ANY RENEWAL OR EXTENSION THEREOF, HOLD AND MAINTAIN A VALID CERTIFICATE REQUIRED OF A SUPERINTENDENT BY THE STATE OF TEXAS AND ISSUED BY THE TEXAS EDUCATION AGENCY AND ALL OTHER CERTIFICATES REQUIRED BY LAW.
- 2.3 REASSIGNMENT. THE SUPERINTENDENT CANNOT BE REASSIGNED FROM THE POSITION OF SUPERINTENDENT TO ANOTHER POSITION WITHOUT SUPERINTENDENT'S EXPRESS WRITTEN CONSENT.

- 2.4 BOARD MEETINGS. THE SUPERINTENDENT OR THE SUPERINTENDENT'S DESIGNEE SHALL ATTEND ALL MEETINGS OF THE BOARD, BOTH PUBLIC AND CLOSED, WITH THE EXCEPTION OF THOSE CLOSED MEETINGS DEVOTED TO THE CONSIDERATION OF ANY ACTION OR LACK OF ACTION ON THE SUPERINTENDENT'S CONTRACT OR THE SUPERINTENDENT'S SALARY AND BENEFITS AS SET FORTH IN THIS CONTRACT OR THE SUPERINTENDENT'S EVALUATION AND TO INTERPERSONAL RELATIONSHIPS BETWEEN INDIVIDUAL BOARD MEMBERS
- 2.5 CRITICISMS, COMPLAINTS, AND SUGGESTIONS. THE BOARD, INDIVIDUALLY AND COLLECTIVELY, SHALL REFER ALL SUBSTANTIVE CRITICISMS, COMPLAINTS, AND SUGGESTIONS CALLED TO THE BOARD'S ATTENTION TO THE SUPERINTENDENT FOR STUDY AND APPROPRIATE ACTION, AND THE SUPERINTENDENT SHALL INVESTIGATE SUCH MATTERS AND INFORM THE BOARD OF THE RESULTS OF SUCH EFFORTS.

III. COMPENSATION

- 3.1 SALARY. THE DISTRICT SHALL PROVIDE THE SUPERINTENDENT WITH AN ANNUAL SALARY IN THE SUM OF \$118,444.00. THIS ANNUAL SALARY RATE SHALL BE PAID TO THE SUPERINTENDENT IN EQUAL INSTALLMENTS CONSISTENT WITH THE BOARD'S POLICIES.
- 3.2 SALARY ADJUSTMENTS. AT ANY TIME DURING THE TERM OF THIS CONTRACT, THE BOARD MAY, IN ITS DISCRETION, REVIEW AND ADJUST THE SALARY OF THE SUPERINTENDENT, BUT IN NO EVENT SHALL THE SUPERINTENDENT BE PAID LESS THAN THE SALARY SET FORTH PURSUANT TO SECTION 3.1 OF THIS CONTRACT EXCEPT BY MUTUAL AGREEMENT OF THE TWO PARTIES. SUCH ADJUSTMENTS, IF ANY, SHALL BE IN THE FORM OF A WRITTEN ADDENDUM TO THIS CONTRACT OR A NEW CONTRACT.
- 3.3 EXPENSE BENEFIT OPTIONS. THE DISTRICT SHALL PAY OR REIMBURSE THE SUPERINTENDENT FOR REASONABLE EXPENSES INCURRED BY THE SUPERINTENDENT IN THE CONTINUING PERFORMANCE OF THE SUPERINTENDENT'S DUTIES UNDER THIS CONTRACT. THE DISTRICT AGREES TO PAY THE ACTUAL AND INCIDENTAL COSTS INCURRED BY THE SUPERINTENDENT FOR TRAVEL; SUCH COSTS MAY INCLUDE, BUT ARE NOT LIMITED TO, GASOLINE, HOTELS AND ACCOMMODATIONS, MEALS, RENTAL CAR, AND OTHER EXPENSES INCURRED IN THE PERFORMANCE OF THE BUSINESS OF THE DISTRICT. THE SUPERINTENDENT SHALL COMPLY WITH ALL PROCEDURES AND DOCUMENTATION REQUIREMENTS IN ACCORDANCE WITH BOARD POLICIES.
- A. AUTOMOBILE/AUTOMOBILE EXPENSE BENEFIT. THE DISTRICT SHALL PROVIDE THE SUPERINTENDENT WITH MILEAGE EXPENSE IN THE SUM OF 57.5 CENTS (.575) PER MILE FOR MILES TRAVELED WHILE PERFORMING THE DUTIES AS SUPERINTENDENT.
- B. PROFESSIONAL LEGAL LIABILITY BENEFIT. THE DISTRICT SHALL OBTAIN, IF AVAILABLE, AND PAY PREMIUMS FOR A PROFESSIONAL LEGAL LIABILITY INSURANCE POLICY WITH COVERAGE IN THE SUM OF _____ DOLLARS (\$ _____) WITH THE SUPERINTENDENT AS THE NAMED INSURED WITH PREMIUMS NOT TO EXCEED THE SUM OF _____ DOLLARS (\$ _____).
- C. VACATION, HOLIDAYS, SICK LEAVE BENEFIT. THE SUPERINTENDENT MAY TAKE, AT THE SUPERINTENDENT'S CHOICE, SUBJECT TO THE BOARD'S APPROVAL, THE SAME NUMBER OF DAYS OF VACATION AUTHORIZED BY POLICIES ADOPTED BY THE BOARD FOR ADMINISTRATIVE EMPLOYEES ON TWELVE-MONTH CONTRACTS, THE DAYS TO BE IN A SINGLE PERIOD OR AT DIFFERENT TIMES. THE VACATION DAYS TAKEN BY THE SUPERINTENDENT WILL BE TAKEN AT SUCH TIME OR TIMES AS WILL LEAST INTERFERE WITH THE PERFORMANCE OF THE SUPERINTENDENT'S DUTIES AS SET FORTH IN THIS CONTRACT. THE SUPERINTENDENT SHALL OBSERVE THE SAME LEGAL HOLIDAYS AS PROVIDED BY BOARD POLICIES FOR ADMINISTRATIVE EMPLOYEES ON TWELVE-MONTH CONTRACTS. THE SUPERINTENDENT IS HEREBY GRANTED THE SAME SICK LEAVE BENEFITS AS AUTHORIZED BY BOARD POLICIES FOR ADMINISTRATIVE EMPLOYEES ON TWELVE-MONTH CONTRACTS.

- D. PROFESSIONAL GROWTH BENEFIT. THE SUPERINTENDENT SHALL DEVOTE THE SUPERINTENDENT'S TIME, ATTENTION, AND ENERGY TO THE DIRECTION, ADMINISTRATION, AND SUPERVISION OF THE DISTRICT. THE BOARD, HOWEVER, ENCOURAGES THE CONTINUED PROFESSIONAL GROWTH OF THE SUPERINTENDENT THROUGH THE SUPERINTENDENT'S ACTIVE ATTENDANCE AT AND PARTICIPATION IN APPROPRIATE PROFESSIONAL MEETINGS AT THE LOCAL, REGIONAL, STATE, AND NATIONAL LEVELS. THE BOARD SHALL ENCOURAGE THE USE OF DATA AND INFORMATION SOURCES, AND SHALL ENCOURAGE THE PARTICIPATION OF THE SUPERINTENDENT IN PERTINENT EDUCATION SEMINARS AND COURSES OFFERED BY PUBLIC OR PRIVATE INSTITUTIONS OR BY EDUCATIONAL ASSOCIATIONS, AS WELL AS THE PARTICIPATION IN INFORMATIONAL MEETINGS WITH THOSE INDIVIDUALS WHOSE PARTICULAR SKILLS, EXPERTISE, OR BACKGROUNDS WOULD SERVE TO IMPROVE THE CAPACITY OF THE SUPERINTENDENT TO PERFORM THE SUPERINTENDENT'S PROFESSIONAL RESPONSIBILITIES FOR THE DISTRICT. IN ITS ENCOURAGEMENT OF THE SUPERINTENDENT TO GROW PROFESSIONALLY, THE BOARD SHALL PERMIT A REASONABLE AMOUNT OF RELEASE TIME FOR THE SUPERINTENDENT AS THE SUPERINTENDENT AND BOARD DEEM APPROPRIATE, TO ATTEND SUCH SEMINARS, COURSES, OR MEETINGS. THE DISTRICT SHALL PAY THE SUPERINTENDENT'S MEMBERSHIP DUES TO THE AMERICAN ASSOCIATION OF SCHOOL ADMINISTRATORS AND THE TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS, AS WELL AS OTHER MEMBERSHIPS NECESSARY TO MAINTAIN AND IMPROVE THE SUPERINTENDENT'S PROFESSIONAL SKILLS. THE DISTRICT SHALL BEAR THE REASONABLE COSTS AND EXPENSES FOR SUCH ATTENDANCE OR MEMBERSHIP.
- E. CIVIC ACTIVITIES, ETC. BENEFIT. THE SUPERINTENDENT IS ENCOURAGED TO PARTICIPATE IN COMMUNITY AND CIVIC AFFAIRS IN ACCORDANCE WITH THE BOARD'S POLICIES.
- F. ON JUNE 30TH OF EACH SCHOOL YEAR THE DISTRICT SHALL REIMBURSE THE SUPERINTENDENT A LUMP SUM AMOUNT EQUIVALENT TO THE EMPLOYEE CONTRIBUTION PER MONTH TOWARD THE PREMIUM FOR HEALTH INSURANCE COVERAGE UNDER THE DISTRICT'S PLAN FOR HEALTH AND MEDICAL INSURANCE FOR THE SUPERINTENDENT PROVIDED THAT THE SUPERINTENDENT WAS EMPLOYED FOR THAT FULL SCHOOL YEAR. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE PREMIUMS AND OTHER PAYMENTS ASSOCIATED WITH HEALTH AND MEDICAL INSURANCE FOR THE SUPERINTENDENT'S DEPENDENTS AND/OR SPOUSE.
- G. ON JUNE 30TH OF EACH SCHOOL YEAR THE DISTRICT SHALL CONTRIBUTE A LUMP SUM PAYMENT OF \$4,800.00 TO A QUALIFIED ANNUITY OF THE SUPERINTENDENT'S CHOICE, FOR THE BENEFIT OF THE SUPERINTENDENT PROVIDED THAT THE SUPERINTENDENT WAS EMPLOYED FOR THAT FULL SCHOOL YEAR. UPON ITS CREATION, THE SUPERINTENDENT IS 100% VESTED IN THE ANNUITY ACCOUNT AND SHALL HAVE FULL OWNERSHIP OF THE ACCOUNT.
- H. THE DISTRICT WILL PAY ½ OF THE SUPERINTENDENT'S TOTAL TRS MONTHLY CONTRIBUTION.

IV. ANNUAL PERFORMANCE GOALS

- 4.1 DEVELOPMENT OF GOALS. THE SUPERINTENDENT SHALL SUBMIT TO THE BOARD EACH YEAR, FOR THE BOARD'S CONSIDERATION AND ADOPTION, A PRELIMINARY LIST OF GOALS FOR THE DISTRICT. THE GOALS APPROVED BY THE BOARD SHALL AT ALL TIMES BE REDUCED TO WRITING AND SHALL BE AMONG THE CRITERIA ON WHICH THE SUPERINTENDENT'S PERFORMANCE IS REVIEWED AND EVALUATED.

V. REVIEW OF PERFORMANCE

- 5.1 TIME AND BASIS OF EVALUATION. THE BOARD SHALL EVALUATE AND ASSESS IN WRITING THE PERFORMANCE OF THE SUPERINTENDENT AT LEAST ONCE EACH YEAR DURING THE TERM OF THIS CONTRACT. THE EVALUATION AND ASSESSMENT SHALL

BE REASONABLY RELATED TO THE DUTIES OF THE SUPERINTENDENT AS OUTLINED IN THE SUPERINTENDENT'S JOB DESCRIPTION.

- 5.2 CONFIDENTIALITY. THE EVALUATION OF THE SUPERINTENDENT SHALL AT ALL TIMES BE CONDUCTED IN EXECUTIVE SESSION AND SHALL BE CONSIDERED CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW. NOTHING HEREIN SHALL PROHIBIT THE BOARD OF THE SUPERINTENDENT FROM SHARING THE CONTENT OF THE SUPERINTENDENT'S EVALUATION WITH THEIR RESPECTIVE LEGAL COUNSEL.
- 5.3 EVALUATION FORMAT AND PROCEDURE. THE EVALUATION FORMAT AND PROCEDURE SHALL BE IN ACCORDANCE WITH THE BOARD'S POLICIES, AND STATE AND FEDERAL LAW.

V. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

- 6.1 RENEWAL/NONRENEWAL. RENEWAL OR NONRENEWAL SHALL BE IN ACCORDANCE WITH BOARD POLICY AND APPLICABLE LAW.

VII. TERMINATION OF EMPLOYMENT CONTRACT

- 7.1 MUTUAL AGREEMENT. THIS CONTRACT SHALL BE TERMINATED BY THE MUTUAL AGREEMENT OF THE SUPERINTENDENT AND THE BOARD IN WRITING, UPON SUCH TERMS AND CONDITIONS AS MAY BE MUTUALLY AGREED UPON.
- 7.2 RETIREMENT OR DEATH. THIS CONTRACT SHALL BE TERMINATED UPON THE RETIREMENT OR DEATH OF THE SUPERINTENDENT.
- 7.3 DISMISSAL FOR GOOD CAUSE. THE BOARD MAY DISMISS THE SUPERINTENDENT DURING THE TERM OF THE CONTRACT FOR GOOD CAUSE.
- 7.4 TERMINATION PROCEDURE. IN THE EVENT THE BOARD TERMINATES THIS CONTRACT FOR "GOOD CAUSE", THE SUPERINTENDENT SHALL BE AFFORDED ALL THE RIGHTS AS SET FORTH IN THE BOARD'S POLICIES, AND STATE AND FEDERAL LAW.

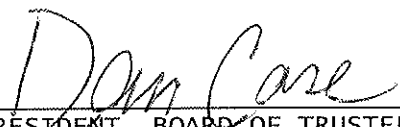
VIII. MISCELLANEOUS

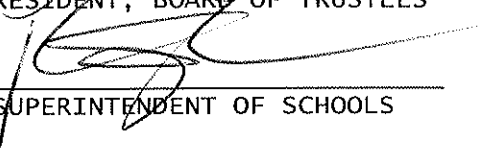
- 8.1 CONTROLLING LAW. THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN BELL COUNTY, TEXAS, UNLESS OTHERWISE PROVIDED BY LAW.
- 8.2 COMPLETE AGREEMENT. THIS CONTRACT EMBODIES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND CANNOT BE VARIED EXCEPT BY WRITTEN AGREEMENT OF THE UNDERSIGNED PARTIES, EXCEPT AS EXPRESSLY PROVIDED HEREIN.
- 8.3 CONFLICTS. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS, CONDITIONS, AND PROVISIONS OF THIS EMPLOYMENT CONTRACT AND THE PROVISIONS OF THE BOARD'S POLICIES, OR ANY PERMISSIVE STATE OR FEDERAL LAW, THEN, UNLESS OTHERWISE PROHIBITED BY LAW, THE TERMS OF THIS CONTRACT SHALL TAKE PRECEDENCE OVER THE CONTRARY PROVISIONS OF THE BOARD'S POLICIES OR ANY SUCH PERMISSIVE LAW DURING THE TERM OF THE CONTRACT.
- 8.4 SAVINGS CLAUSE. IN THE EVENT ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS CONTRACT SHALL, FOR ANY REASON, BE HELD TO BE INVALID, ILLEGAL, OR UNENFORCEABLE, SUCH INVALIDITY, ILLEGALITY, OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER PROVISION THEREOF, AND THIS CONTRACT SHALL BE CONSTRUED AS IF SUCH INVALID, ILLEGAL, OR UNENFORCEABLE PROVISION HAD NEVER BEEN CONTAINED HEREIN. ALL EXISTING AGREEMENTS AND CONTRACTS, BOTH VERBAL AND WRITTEN, BETWEEN THE PARTIES HERETO REGARDING THE EMPLOYMENT OF THE SUPERINTENDENT HAVE BEEN SUPERSEDED BY THIS CONTRACT, AND THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES UNLESS AMENDED PURSUANT TO THE TERMS OF THIS CONTRACT.
- 8.5 ACCEPTANCE. THIS OFFER WILL EXPIRE UNLESS SIGNED AND RETURNED TO THE BOARD OR ITS AUTHORIZED REPRESENTATIVE BY 5:00 P.M., THE 15th DAY OF May 2015.

ACADEMY INDEPENDENT SCHOOL DISTRICT

ATTEST:

BY: 
SECRETARY, BOARD OF TRUSTEES

BY: 
PRESIDENT, BOARD OF TRUSTEES

BY: 
SUPERINTENDENT OF SCHOOLS