

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS

COUNTY OF ANDERSON

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT is made and entered into this, the 25th day of April 2016, by and between the Board of Trustees (the "Board") of the Elkhart Independent School District (the "District") and Raymond E. DeSpain, Ed.D., (the "Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 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 three (3) years, commencing on September 1, 2016 and ending on August 31, 2019. 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 the district consistent with the Board's lawful directives, the Board's 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 the 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 of \$117,635. 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 (2) parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new Contract.
- 3.3 **Expense.** 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 cost may include, but are not limited to, hotels and accommodations, meals, and other related expenses. Professional Education membership dues shall be paid by the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with board policies.
- 3.4 **Automobile Expense.** The District shall provide the Superintendent with a school vehicle for District related business travel. The District shall reimburse the Superintendent for out-of-district travel for reasonable expenses incurred in the continuing performance of the Superintendent's duties under this contract. Such expenses may

include, but are not limited to, mileage, hotels and accommodations, meals and other expenses incurred in the performance of the business of the District according to the reimbursement policy of the District.

- 3.5 **Insurance.** This District shall pay \$225.00 per month toward hospitalization and major medical insurance coverage for the Superintendent and family.
- 3.6 **Vacation, Holidays, and Sick/Personal Leave.** The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, ten (10) days of vacation. The vacation days may 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. If a vacation day is not taken it will be reimbursed at the Superintendent's daily rate. The Superintendent is hereby granted the same sick/personal leave benefits as authorized by Board policies and state law for professional employees.
- 3.7 **Professional Growth.** In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of time for the Superintendent, as the Superintendent and Board deem appropriate, to attend seminars, courses, or meetings at local, regional, and state levels in accordance with Board's policies.

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 considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or 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.

VI. Renewal or Non-renewal of Employment Contract

- 6.1 **Renewal/Non-renewal.** Renewal or non-renewal 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. The term "good cause" is defined as follows:
- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this contract.
 - (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication (The terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency.)
 - (c) Insubordination or failure to comply with lawful written Board directives.
 - (d) Failure to comply with the Board's policies or the District's administrative regulations.
 - (e) Neglect of duties.
 - (f) Drunkenness or excessive use of alcoholic beverages.
 - (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act.
 - (h) Conviction of a felony or crime involving moral turpitude.
 - (i) Failure to meet the District's standards of professional conduct.
 - (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development.
 - (k) Disability, not otherwise protected by law that impairs performance of the required duties of the Superintendent.
 - (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity.
 - (m) Failure to put forth a reasonable effort to achieve a good rapport with parents, community, staff, or the

Board; however, failure to accomplish a good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport is not achieved due to no fault of the Superintendent.

- (n) Assault on an employee or student.
- (o) Knowingly falsifying records or documents related to the District's activities.
- (p) Conscious misrepresentation of facts to the Board or other District Officials in the conduct of the District's business.
- (q) Failure to fulfill requirements for superintendent certification.
- (r) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit.
- (s) Any other reason constituting "good cause" under Texas law.

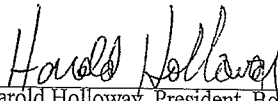
7.4 **Termination Procedure.** In the event that the Board terminates this contract for "good cause", the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.


VIII. Miscellaneous

- 8.1 **Controlling Law.** This contract shall be governed by the laws of the State of Texas and shall be performable in Anderson 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 un-enforceability 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 7:00 p.m., the 11th day of May, 2016.

ELKHART INDEPENDENT SCHOOL DISTRICT
ATTEST:


Krispen Rucker, Secretary, Board of Trustees


Harold Holloway, President, Board of Trustees


Raymond E. DeSpain, Ed.D., Superintendent of Schools