

WEST ORANGE-COVE CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT SUPERINTENDENT CONTRACT
MARCH 30, 2015 – MARCH 29, 2018

RECITALS

In accordance with the Texas Education Code and the official policy of the West Orange-Cove Consolidated Independent School District, the following terms and conditions constitute the entire agreement entered into between West Orange-Cove Consolidated Independent School District, hereinafter referred to as "District," and Rickie R. Harris, hereinafter referred to as "Superintendent."

1. **Term**

The District, in consideration of the promises of the Superintendent herein contained, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for the period beginning March 30, 2015, and ending March 29, 2018.

2. **Certification**

This contract is conditioned on the Superintendent providing a valid and appropriate certification to act as a Superintendent in the State of Texas and experience records, medical records, and other records required for District personnel files or payroll purposes according to District policy, the laws of the State of Texas, and Texas Education Agency rules and regulations. Failure to provide necessary certification shall render this contract void. Superintendent represents and certifies to the District that the information he provided the District during the application and interview process was true and correct. Any material misrepresentation may be grounds for dismissal.

3. **Residence**

Superintendent agrees that the residence and domicile of himself and his family will be within the boundaries of the District at all times during the term of this contract.

4. **Outside Work**

The Superintendent hereby agrees to devote his time, skill, labor, and attention to said employment during the term of the contract. However, with prior written approval of the Board of Trustees, the Superintendent may undertake and receive remuneration for consultation work, speaking engagements, writing, lecturing or other professional duties and obligations, which do not conflict or interfere with the performance of his duties under this Agreement. The decisions of the Board are final.

Notwithstanding the previous paragraph, the District and Superintendent agree that Superintendent may hold revival meetings from time to time during the term of this

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Agreement, provided that the Superintendent's participation in the revival meetings does not conflict or interfere with the performance of his duties under this Agreement. The Board reserves the right to make the determination of whether the Superintendent's participation is conflicting or interfering with the performance of his duties as Superintendent, and the Superintendent agrees that the decisions of the Board are final.

5. **Duties**

A. It is agreed that the Superintendent will discharge, under this contract, the duties required by state and federal law, rules and regulations of the Texas Education Agency, the job description, and the policies of the Board of Trustees, hereinafter referred to as the "Board" of the West Orange-Cove Consolidated Independent School District. The Superintendent shall perform those duties with reasonable care, skill and diligence. Specifically, the Superintendent shall be responsible for all duties set out in Tex. Educ. Code §11.201(d).

B. The Board will have exclusive jurisdiction in determining policies for the direction and operation of the school system and the Superintendent agrees to administer such policies. In doing so, the Superintendent, as Chief Executive Officer of the Board and Chief Administrator and educational leader of this School District, shall organize, reorganize, assign, reassign, transfer and arrange the administrative, supervisory, and professional auxiliary staff, including instructional and business affairs, to best serve, in his professional judgment, the West Orange-Cove Consolidated Independent School District. The selection of all new professional personnel is the responsibility of the Superintendent, subject to approval by the Board, in accordance with Tex. Educ. Code § 11.163. The selection, employment assignment and dismissal of all non-certified personnel is the responsibility of the Superintendent, subject to the adopted budget.

C. The Superintendent will inform the Board of major District activity and needs and his administrative actions on a regular basis and when he deems necessary. The Board will follow the line and staff organization of the District in all matters related to the District—usually working directly through the Superintendent.

D. The Superintendent agrees to uphold high standards of professional ethics, to fully support school policy as adopted by the Board and to promote community acceptance of the school programs.

6. **Compensation**

A. District shall pay the Superintendent an annual salary of \$128,400.00 which salary will be paid in twelve (12) equal monthly payments. Payment will be tendered on or about the twenty-fifth day of each month, with the first payment on or about April 25, 2015.

B. The Board retains the right to make only upward adjustment in the salary of the Superintendent at a time and manner consistent with Board policy and when the

fiscal conditions of the District and the performance of the Superintendent warrant such adjustment. Any adjustments in salary will be considered a part of the current contract and not a new contract which would alter any of the conditions contained herein.

C. The Superintendent shall furnish his own vehicle and pay all expenses associated therewith for local (within a 35-mile radius of the District Administration Building) District-related travel. In exchange, the District will pay Superintendent a car allowance of \$750.00 per month.

D. The District will furnish the Superintendent with a mobile phone.

E. The District will pay Superintendent a housing allowance of \$300.00 a month.

F. On or about April 25, 2015, the District will pay the Superintendent on a pro-rata basis the salary, the car allowance, the phone allowance and the housing allowance for the Superintendent's work on March 30 and March 31, 2015.

G. District will pay the full amount of health and dental insurance coverage for the Superintendent, his spouse, and his children who are under age 26 at levels acceptable to both the District and the Superintendent. Taxability or non-taxability of the amounts paid by the District for health and dental insurance is determined by applicable federal law, including the Affordable Health Care Act.

H. The Superintendent shall be privileged to take, at the Superintendent's choice, twenty (20) days of vacation, per year, during the term of his Contract. Unused vacation days (up to maximum of 10 days) may be cashed out at the end of each year. The Superintendent must take at least ten (10) days per year of his vacation. 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.

I. The District agrees, as further condition of this employment contract, that it will defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent, whether in his individual capacity or in his official capacity as agent and employee of the District, provided the incident out of which the suit arose occurred while the Superintendent was acting within the scope of his employment, and excluding criminal charges which may or may not result in litigation, and as such liability coverage is within the authority of the Board to provide under state law. The Superintendent will have the responsibility to cooperate with the District's attorney in such litigation. The District will not, however, be required to pay any cost of any legal proceedings in the event the Board and the Superintendent have adverse interests in such litigation.

J. District will also provide Superintendent a travel budget for out-of-District (beyond a 35-mile radius of District Administration Building) business activities. An

amount shall be included in the District's budget for this purpose each year. Items covered and reimbursement procedures shall be per District policies and regulations.

K. District will pay annual membership fees for Superintendent in two professional organizations and two civic organizations.

7. **Annual Physical Examination**

A. The Board and the Superintendent agree that this contract is subject to the Superintendent's completion of a comprehensive medical examination, at District expense, prior to commencement of the Superintendent's employment hereunder. The Superintendent shall provide to the Board a statement certifying that the Superintendent is physically able to perform his essential job functions with or without reasonable accommodation prior to commencement of his employment. This statement shall be filed with the Board president and shall be kept in the Superintendent's medical file maintained by the Board and shall be treated as confidential. The medical examination shall be conducted by a physician of the Board's choosing who is licensed to practice under the Medical Practices Act of the State of Texas.

B. The Superintendent of Schools shall undergo a comprehensive medical examination, at District expense, at least once each year throughout the term of this contract, and shall provide to the Board a statement that the Superintendent is physically able to perform his essential job functions with or without reasonable accommodation. This annual examination shall be completed at least thirty days prior to the annual evaluation of the Superintendent by the Board. This statement shall be filed with the Board President and shall be kept in the Superintendent's medical file maintained by the Board and shall be treated as confidential. The medical examination shall be conducted by a physician of the Superintendent's choosing who is licensed to practice under the Medical Practices Act of the State of Texas.

8. **Evaluation**

The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this contract. The evaluation and procedure shall comply with Board policy and state and federal law.

9. **Goals and Objectives**

At least once a year, the parties shall meet to establish reasonable District goals and objectives. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated. It is anticipated that the goals and objectives for the first year of this contract will be established during May and/or June, 2015, and that goals and objectives for each succeeding year of this contract will be established during the same months of each following year that this contract is in effect or at such other time as the Board and the Superintendent agree.

10. **Dismissal**

The Board may dismiss the Superintendent during the term of this contract only for good cause in accordance the Tex. Educ. Code §21.211, 21.212(d) and Board policy. Good cause shall include engaging in harmful or potentially harmful conduct to students, failure to alleviate substandard conditions on any District campus or facility, criminal conduct, inappropriate conduct and/or conduct which is not susceptible to remediation. Any dismissal during the term of the contract shall be done in accordance with the applicable Board policy in effect as of the date of the notice of the proposed dismissal.

11. **Renewal of Contract**

Renewal or nonrenewal of this contract shall be in accordance with state law and Board policy, as it now exists or may hereafter be amended. At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute non-renewal under Board policy.

12. **Release of Contract**

A. After Superintendent has returned the signed contract, Superintendent may be released from this contract only in accordance the Board policy or by mutual written agreement of the Superintendent and the Board.

B. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent.

C. This contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

13. **Savings Clause**

This contract is subject to all applicable federal and state law, rules and regulations. Invalidity of any portion of this contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the contract. Any action to enforce the terms of this contract shall be brought in the District Court of Orange County, Texas.

14. **No Right to Tenure**

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 continuing employment beyond the contract term other than as created by law.

15. **Fulfilling All Aspects of Contract**

Failure to fulfill the obligations agreed to in this contract will be viewed as a violation of the Code of Ethics and Standard Practices for Texas Educators (District Policy DH (Exhibit) and will be reported by the Board to the appropriate state educational authorities.

16. **Enforceability**

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 effect any other provision hereof, 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 agreement, and this contract constitutes the entire agreement between the parties. This contract may not be amended except by written agreement of the parties.

18. **Relocation Expenses**

The District will pay Superintendent the sum of \$7,200.00 within three days of the signing of this agreement by both parties as reimbursement for expenses incurred and to be incurred by the Superintendent and his family in relocating from their home in the Dallas/Ft. Worth area to the District. In the event the reasonable moving expenses exceed such sum, the Superintendent may request further reimbursement.

19. **Effective Date**

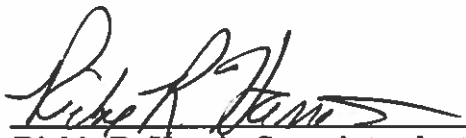
Paragraph 18 of this contract is effective on signing by both parties. All other provisions of this contract are effective beginning March 30, 2015, at 12:01 a.m.

By signing below each party acknowledges that each party has read this contract and agrees to abide by its terms and conditions.

Signed on March 23, 2015.

West Orange-Cove Consolidated
Independent School District

By: 
Peter Amy, President


Rickie R. Harris, Superintendent

By: 
Eric Mitchell, Secretary

Note: Provisions of this contract were approved by the Board of Trustees on March 23, 2015 and are recorded in the minutes of those meetings.

cc: Board President
Board Attorney
Superintendent
Superintendent's Personnel File
Trustee File