

STATE OF TEXAS
COUNTY OF PARKER

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made and entered into by and between the Board of Trustees (the "Board") of the Springtown Independent School District (the "District") and Phillip Michael Kelley (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this Contract do hereby agree, as follows:

1. The Board agrees to employ the Superintendent on a 12-month basis for three (3) years, beginning January 1, 2020 and ending December 31, 2022.
2. This Contract is conditioned on the Superintendent's satisfactorily providing the necessary certification and experience records, medical records, and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Contract void. Any material misrepresentations may be grounds for dismissal.
3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Contract.
4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.
5. The Board agrees to pay the Superintendent a salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the sum of One Hundred Sixty-two Thousand One-hundred Three Dollars (\$162,103.00). This annual salary shall be paid to the Superintendent in installments consistent with the Board's policies.
 - (b) 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 in Paragraph 5(a) of this Contract.
 - (c) Other Benefits.
 - i. **Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses directly 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 cars, 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 policy. Mileage expense will be paid in accordance with Paragraph 5(c)(iii).

- ii. *Insurance.* The District shall provide hospitalization, major medical and dental insurance coverage for the Superintendent at the same rate provided for other administrative employees.
- iii. *Mileage Reimbursement.* The District shall reimburse the Superintendent mileage expense at the same rate paid to other District employees on a per mile basis for out of district travel incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District shall also reimburse the Superintendent for out of district mileage and expenses for Professional Development, as hereinafter defined, as may be approved by the Board.
- iv. *Cellular Telephone Allowance.* The District shall provide the Superintendent with a Cellular Telephone Allowance in the amount of Sixty-Five and 00/100 Dollars per month. The Superintendent shall be able to use the cellular telephone for both professional and personal use.
- v. *Vacations, Holidays, Sick Leave.* The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on 12-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 a 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 12-month contracts. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on 12-month contracts.
- vi. *Incentive and Performance Pay.* If the Superintendent qualifies, the Superintendent may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law, including Education Code Chapter 21, subchapters N and O. An incentive payment is not an entitlement as part of the Superintendent's salary.
- vii. *Professional Development.* 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 reasonable attendance and participation in appropriate professional meetings at the local, regional, state and national levels, as approved by the Board. 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. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators and the American Association of School Administrators. The District may pay the Superintendent's membership dues in additional professional associations, subject to prior Board approval. Reasonable expenses of such professional associations shall be borne by the District, subject to prior Board approval.

vm. *Indemnification.* To the extent allowed by law, the Board agrees, as further consideration for the employment of Superintendent, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, regardless of whether the claims arise during or after the Superintendent's employment with the District, if damages are based on an act or omission by the Superintendent in the course and scope of his employment with the District and if the damages arise out of a cause of action for negligence, except a willful or wrongful act or omission or an act or omission constituting gross negligence or for official misconduct. However, if there is a potential conflict of interest regarding defense of the claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate legal counsel, in which event, under this paragraph, the liability of the Board is limited to the amounts set out in Texas Civil Practice & Remedies Code § 101.023 (b) or any future corresponding statute. The District's obligation to indemnify, defend and hold harmless the Superintendent under Section 5(c)(viii) of the Contract shall survive the termination of the Contract.

ix. *Personal Protection Benefit.* The District shall, at its expense, provide to the Superintendent such personal protection as the Board may deem necessary. In the event the life or safety of the Superintendent or the Superintendent's family is threatened or otherwise appears in danger due to the performance by the Superintendent of her professional duties, the District shall pay the reasonable and necessary costs incident to the protection of the Superintendent and the Superintendent's family, provided, however, that such protection will initially be sought from the police and/or sheriff's department of the appropriate governmental authority having jurisdiction in the District.

6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
7. 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 format and procedures shall comply with Board policy and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
8. The Board may dismiss the Superintendent during the term of this 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 from the Board; provided, however, 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 written Board Policies or District 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 the law, that substantially impairs the Superintendent's performance of required duties;
- l. Immorality, which is conduct 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. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's activities;
- o. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- p. Failure to fulfill requirements for Superintendent Certification;
- q. Failure to fulfill the requirements of a deficiency plan under an Emergency Plan; or,
- r. Any other reason constituting "good cause" under Texas law.

In the event the Board proposes the termination of this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, state and federal law.

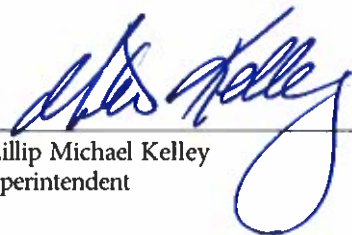
- 9. This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 10. The Superintendent and the Board may agree in writing to terminate this Contract pursuant to any mutually agreed-upon terms and conditions.
- 11. Renewal or non-renewal of this Contract shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
- 12. 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.
- 13. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.
- 14. 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.
- 15. Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to 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 Contract or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.
- 16. 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 action.

17. 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 provisions 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. This Contract may not be amended except by written agreement of the parties.
18. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Parker County, Texas.
19. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the 30th day of January, 2020.

Signed this 20th day of January, 2020.



Amy Walker
President, Board of Trustees



Phillip Michael Kelley
Superintendent