

**COPPELL INDEPENDENT SCHOOL DISTRICT  
SUPERINTENDENT TERM CONTRACT**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

This Contract is entered into between the Board of Trustees (the “Board”) of COPPELL INDEPENDENT SCHOOL DISTRICT (the “District”) and DR. MIKE WALDRIP (the “Superintendent”).

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term:** Pursuant to a motion and vote passed and approved at a duly called public meeting on April 25, 2016, the Board agrees to employ the Superintendent on a twelve-month basis per school year, effective July 1, 2016 and ending June 30, 2019. The Board and the Superintendent (the “Parties”) may extend the term of this Contract by written agreement.
2. **Certification:** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations:** The Superintendent represents and specifically agrees that at the beginning of this Contract, and at any time during this Contract, the Superintendent shall submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
4. **Duties:** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:
  - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 5.1 **Salary:** TWO HUNDRED FIFTY FOUR THOUSAND SIX HUNDRED SIXTEEN Dollars (\$254,616.00) per year.
- a) Reimbursement for reasonable business expenses incurred on official District business.
  - b) Salary increases will be the same percentage increase as provided to all other employees of the District in a given year.
- 5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board shall pay the cost of dental and health insurance for the Superintendent as a member of the same group plan and with the same benefits as other employees of this District. The Superintendent may observe the same legal holidays as provided by the Board policy for other professional staff on twelve-month contract, and shall be allowed the same number of days of vacation and sick leave as provided by Board policy for all professional staff on twelve-month contract. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
6. **Annual Review and Appraisal:** The Board of Trustees shall have one (or more) closed meetings of the Board annually for the purpose of reviewing and appraising the respective roles and the Superintendent-Board relationship. The Superintendent shall participate fully in the deliberations of this meeting which shall be held on the date of a regular or special meeting of the Board in the month of January of each year, provided the Board may excuse the Superintendent from the meeting while the Board discusses the performance of the Superintendent.
7. **Cellular Telephone:** The Superintendent shall be responsible for obtaining a cellular telephone for the Superintendent's own personal and/or business use, as the Superintendent so chooses. The Superintendent shall be responsible for payment for such cellular telephone and for any and all charges connected with such cellular telephone.

8. **Reimbursements and Professional Activities:** The District shall reimburse the Superintendent, according to Board policy, for reasonable expenses incurred by the Superintendent in the performance of the Superintendent's duties. The District agrees to pay the actual and incidental costs incurred by the Superintendent for out-of-Metroplex (in excess of a 40 mile radius from the District Administrative Offices) District-related travel, in accordance with the adopted budget, the Board's policies, and District practice related to reimbursement.

The Board encourages the Superintendent to become a member of and participate in local, state, and national professional activities, to be chosen at the Superintendent's discretion. The District will reimburse the Superintendent for the reasonable expenses of membership in said organizations, subject to Board approval.

9. **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
10. **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
11. **Widespread Salary Reduction:** If the Board implements a widespread salary reduction under Texas Education Code Section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
12. **Furlough:** If the Board implements a furlough under Texas Education Code Section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.
13. **Suspension:** In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
14. **Termination and Nonrenewal of Contract:** Termination or nonrenewal of this

contract, or resignation under this contract, will be pursuant to Texas Education Code Chapter 21.

15. **General Provisions:**

15.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.

15.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

15.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.

15.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.

15.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

15.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

16. **Notices:**

16.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of

record.

**16.2 To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

SUPERINTENDENT:

\_\_\_\_\_  
Dr. Mike Waldrip  
Date signed: June \_\_\_\_\_, 2016

COPPELL INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Anthony Hill, President  
Board of Trustees

By: \_\_\_\_\_  
Judy Barbo, Secretary  
Board of Trustees

Date signed: June \_\_\_\_\_, 2016