

STATE OF TEXAS §
 §
COUNTY OF POTTER §

**SUPERINTENDENT'S
CONTRACT**

THIS SUPERINTENDENT'S CONTRACT ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the River Road Independent School District (the "District") and Randy Owen (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 twelve-month basis for a term of five years, commencing on July 1, 2010 and ending on June 30, 2015.
2. 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 State Board for Educator Certification or the Texas Education Agency and any other certificates required by law. Failure of Superintendent to comply with this section shall render this Contract void.
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. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior notice to the Board President, 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 Superintendent shall be invited 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 Superintendent's Contract, the Superintendent's performance, the Superintendent's evaluation, any matter involving the Superintendent and his immediately family, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal.

6. 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.
7. The District agrees that it shall, to the extent permitted by applicable law, but not otherwise, defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal investigation and criminal defense litigation. The Board shall provide professional liability insurance for the Superintendent to cover legal expenses in defense of claims and payments of judgments resulting from his functioning as Superintendent to the extent that other employees of the District are provided such coverage for serving as employees. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract.
8. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the sum of One hundred ten thousand and No/100 Dollars (\$110,000). This annual salary rate 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 Section 5(a) of this Contract.
 - (c) Other Benefits.
 - i. *Expenses.* The District shall pay or reimburse the Superintendent for reasonable and necessary 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 to destinations outside the District, provided the Superintendent complies with all procedures and documentation requirements in accordance with Board policy.
 - ii. *Insurance.* The District shall pay the premiums for health insurance for the Superintendent pursuant to the group health plan provided by the District to its administrative employees.

- iii. *Automobile.* The Board agrees to pay the Superintendent a car allowance of \$500.00 per month in lieu of maintenance and mileage expense reimbursements for travel to destinations within the District.
- iv. *Mobile Phone Allowance:* The District shall pay the Superintendent a mobile phone allowance of \$150.00 per month, but not more. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to such personal account other than the monthly payment to the Superintendent of the mobile telephone allowance stated herein.
- 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 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 not 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 amount of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.
- vi. *Professional Growth.* To encourage the Superintendent to grow professionally, the District shall permit a reasonable amount of release time for the Superintendent, as the Board deems appropriate, to attend seminars, courses, or meetings as approved by the Board. Reasonable expenses of such professional growth activities shall be borne by the District. The District shall pay the Superintendent's membership dues to 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 cost and expense for such attendance and membership.
- vii. *Civic Activities, etc.* The Superintendent is encouraged to participate in community and civic affairs including Lions Club, chamber of commerce, or other civic clubs as approved by the Board. The reasonable expense of such activities shall be borne by the District.
- viii. *Insurance.* The Board will pay the premiums for Superintendent's TASA professional liability insurance coverage or other substantially similar coverage to the extent available.

9. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent.
10. 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 shall occur in January of each year for the duration of this contract. The evaluation format and procedure shall comply with this Contract, Board policy and state law. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District's goals. Unless the Superintendent expressly requests otherwise in writing, 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 or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel. 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.
11. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy. 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.
12. 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. A determination by the board that a consolidation of the District with one or more other school districts requires that the Agreement be terminated during the term shall constitute good cause for dismissal.
14. The Superintendent and the Board may agree in writing to terminate this Contract pursuant to any mutually agreed upon terms and conditions.
15. Renewal or nonrenewal of this Contract shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than 2 months before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.
16. 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 nonrenewal under Board policy.

17. 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.
18. 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.
19. The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician selected by the Superintendent, once a year, and to obtain a statement certifying that the Superintendent is physically able to perform his or her essential job functions with or without reasonable accommodation. This statement shall be filed with the president of the Board and shall be confidential to the extent permitted by applicable law.
20. Based upon the Board's direction and recommendation, the Superintendent will submit annually to the Board for its consideration and possible adoption, at the regular meeting of the Board in December of each year, a set of preliminary goals for the District.
21. 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. This Contract may not be amended except by written agreement of the parties.
22. In the event of any conflict between the terms, conditions, and provisions of this 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.

SIGNED THE _____ DAY OF _____, 2010.

President, Board of Trustees

Superintendent