

STATE OF TEXAS

COUNTY OF WARD

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Monahans-Wickett-Pyote Independent School District (the "District") and Keith Richardson (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 one year (1), beginning July 1, 2009 and ending June 30, 2010.
2. This Agreement 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 Agreement void. Any material misrepresentation 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 assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all 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 Agreement.
4. The Superintendent agrees to devote his or her time, skill, labor, and attention to performing his or her 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 an annual salary and other compensation as follows:
 - a. *Annual Salary.* The District shall provide the Superintendent with an annual salary in the sum one hundred forty thousand dollars (\$140,000). 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 Agreement, 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 Agreement.
- c. *Moving and Relocation Expense.* In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent's family and belongings. The Superintendent shall document all expenses with receipts, canceled checks, or credit card statements, and the District shall reimburse the Superintendent for all such documented expenses. The Board requires three estimates from a moving company.
- d. *Insurance.* The District shall pay the same premiums for hospitalization and major medical coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its administrative employees.
- e. *Civic Activities, etc.* The Superintendent is encouraged to participate in community and civic affairs. The District will pay dues for two local and one professional organization.
- f. *In-District Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of his duties under this agreement.
- g. *Out of District Expenses.* The District agrees to pay the expenses incurred by the Superintendent for travel. Such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The District will provide school transportation upon request or pay the current mileage rate for a school trip.

The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy.

- h. *Vacations, Holidays, and Sick Leave.* The Superintendent may observe the legal holidays and shall be allowed the same number of vacation days as provided by Board policy for other administrative staff on twelve-month contract.

Vacation days should be taken at such time(s) as will least interfere with the performance of the Superintendent's stated duties.

The District shall provide illness and leave benefits for the Superintendent as authorized by Board policies for administrative employees on twelve-month contracts.

6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
7. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law.
8. 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.
9. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
10. A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
11. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
12. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board Policy.
13. 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.
14. 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.
15. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
16. The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and 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.
17. In the event any one or more of the provisions contained in this Agreement 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 Agreement 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 Agreement may not be amended except by written agreement of the parties.

18. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the 21st day of January, 2009.

Signed this 16th day of January, 2009.

Signed this 16th day of January, 2009.

President, Board of Trustees

Superintendent