

STATE OF TEXAS §
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COUNTY OF LYNN §

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the O'Donnell Independent School District (the "District") and Catherine York Palmer (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 three years, beginning July 1, 2018 and ending June 30, 2021.
 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 records 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) The District shall provide the Superintendent with an annual salary in the sum of Ninety-Seven Thousand Three Hundred and Ninety-One (97,391). 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 Section 5(a) of this Agreement.
 - (c) Other Benefits.
- i. *Business Expenses.* In addition to the base compensation reflected in Paragraph 3.1, the

Superintendent shall receive a Eight Hundred Thirty-Three dollars and 33/100 cents (\$833.33) allowance per month during the Superintendent's employment with the District to cover the costs of all reasonable expenses, and the reasonable and necessary costs of telecommunication access such as mobile phone service, a telephone line, and Internet access. This allowance shall be paid in accordance with the District's normal payroll practices on a monthly basis. Automobile travel shall be reimbursed at the approved federal rate of reimbursement. The District shall also reimburse the Superintendent for the reasonable costs of meals and incidental expenses associated with the Superintendent's work with staff members, Board members, community members, or other persons related to the performance of her duties as Superintendent. The District will supply an office computer, and other such equipment to support the performance of her duties under this Contract. All such equipment will remain the sole property of the District. The computer used by the Superintendent may be used for personal matters, provided that such personal use is legal and does not interfere with the use of the equipment for business purposes. The Superintendent shall maintain a personal account for mobile telephone service, a telephone line, and Internet access ("Personal Accounts") and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of her Personal Accounts and the District shall have no obligation or responsibility for payment of the Superintendent's Personal Accounts other than the monthly payment to the Superintendent of the business expense allowance stated herein.

- ii. *Health and Disability Insurance and Coverage.* During the Superintendent's employment with the District, the District shall compensate the premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent and her dependents pursuant to the group healthcare plan provided by the District. During the Superintendent's employment with the District, the District shall pay the premium for long term and short term disability insurance coverage for the Superintendent that is available pursuant to the disability insurance plan provided by the District.
- iii. *Life Insurance.* During each of the calendar years 2019, 2020 and 2021, on or before December 15 of each such year, provided the Superintendent is employed by the District on each such date, the District shall pay the annual premium for the purchase of a term life insurance policy on the life of the Superintendent in the amount of \$100,000.00. The term life insurance policy provided hereunder shall be owned by the Superintendent, with the Superintendent having the sole right to determine the beneficiary(ies) under the life insurance policy. If the Superintendent obtains any additional life insurance, including but not limited to any offered to District employees through a District plan, he is solely responsible for payment of the premiums on such a plan.
- iv. *Housing.* The school district will provide housing for the Superintendent. The housing will include the cost of utilities including electricity, gas and water. It will also include the cost of maintenance and improvements. All improvements to the house will be made following the notification and approval of the President of the School Board.
- v. *Administrative Benefits.* The Board shall provide the Superintendent with all the same benefits applicable to twelve-month administrative employees in accordance with Board Policy unless otherwise stated in this Contract, in which case the Contract supersedes such Board Policies. The Board will pay the Superintendent \$552.00 as an administrative benefit to be used at the sole discretion of the Superintendent in selection of health insurance.

- vi. *Personal and Sick Leave.* The Superintendent shall have the same sick and personal leave benefits as authorized by Board policy for administrative employees who are employed under twelve-month contracts. The Superintendent shall be entitled to the use of and accumulation of personal and sick leave in accordance with state law and Board Policy.
 - vii. *Vacation.* The Superintendent shall receive the same vacation benefit as other 12-month administrative employees. Prior to taking vacation, the Superintendent will advise the Board President. Vacation days should be used by the Superintendent at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall observe the same legal holidays as those observed by other administrative employees who are employed on twelve-month contracts.
 - viii. *Civic and Professional Activities.* The Superintendent is encouraged to engage in.. activities that lead to professional growth, Civic and Professional Activities fees shall be paid by the District for the Superintendent for her membership, attendance and participation in meetings and events involving local educational and community groups including, but not limited to, O'Donnell Area Economic Development Community, O'Donnell City Council, Region 17 Education Service Center, and similar groups as a representative of the District. Meetings and events that will incur a cost or fee will be paid by the District. The Superintendent may also attend and participate in meetings in or outside the O'Donnell area as the representative of the District. These include, but are not limited to, such meetings related to legislative issues. She may also attend and participate in appropriate professional meetings at the state and national levels such as, but not limited to, the Texas Education Agency Midwinter Conference for superintendents, meetings of the Texas Association of School Boards and the National School Boards Association, meetings of the Texas Association of School Administrators and meetings of the Texas Association of Supervision and Curriculum Development when approved by the Board in writing in advance of expending funds for registration and travel. When seeking reimbursement for Board-approved conference expenses and travel, the Superintendent shall comply with all policies, procedures and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors.
- 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. 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. The Board President may place the Superintendent on paid administrative leave for a period not to exceed ten (10) school business days at anytime the Board President determines

that doing so is in the District's best interest of the District. Such suspension with pay by the Board President may only be extended upon action of the Board.

10. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
11. 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.
12. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
13. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the 28 day of February, 2018.

Signed this ____ day of _____, 2017.

Signed this ____ day of _____, 2017.

President, Board of Trustees

Superintendent