

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §

§

COUNTY OF KERR §

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the **Center Point Independent School District** (the "District") and **Cody Newcomb** (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 21 and Section 11.201(b) of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. TERM

1.1 Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of approximately five (5) years, beginning on July 1, 2011, and ending on June 30, 2016. Each contract year shall consist of 226 days, beginning July 1st and ending June 30th of each respective year. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this agreement as permitted by state law.

1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

2. EMPLOYMENT

2.1 Duties. The Superintendent is the chief executive administrator for the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be adopted or amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill and expertise and a thorough, prompt and efficient manner. The Superintendent agrees to devote his time, skill, labor and attention to performing his duties.

2.2 Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any material and intentional misrepresentation may be grounds for dismissal.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent

to another position without the Superintendent's expressed written consent.

2.4 Consultant Activities. The Superintendent agrees to devote his time, skill labor and attention to performing his duties, but may, with board approval, undertake consulting work, speaking engagements, lecturing, training and other professional duties.

2.5 Professional Growth. The Board encourages the Superintendent to attend, actively participate in, and/or join professional and civic organizations at the local, state and national levels. The District shall pay reasonable expenses for such attendance, including membership fees and dues of the Superintendent.

2.6 Board/Superintendent Relations. The members of the Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall investigate and respond to the Board concerning all such matters referred to him in a reasonable and timely manner. The Superintendent shall have the right to attend all Board meetings, public and closed, with the exception of closed meetings devoted to consideration of any action or inaction on the Superintendent's contract, salary, benefits, evaluation, interpersonal relationships between or among individual Board members or for any other reason as agreed upon between the parties.

3. COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of Ninety Four Thousand Four-Hundred Thirty Two Dollars Exactly (\$94,432.00). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.

3.2 Salary Adjustments. 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 3.1 of this Agreement.

3.3 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 Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent plus out of district expenses; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airfare 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 policies and state law.

3.4 Housing. The District agrees to lease to the Superintendent and the Superintendent agrees to pay rent to the District in the amount of \$900.00 per month for the District owned Superintendent's House and acreage. The District will be responsible for repairs and upkeep on the residence both inside and maintenance on the grounds. The Superintendent shall be responsible for all utilities and insurance of his personal contents.

3.5 Communications. The District shall pay to the Superintendent a cellular telephone allowance in the sum of \$50.00 per month, for both professional and personal use of a cellular telephone, at the sole cost and expense of the District. The District shall also provide the Superintendent with a laptop computer which shall also be for both professional and personal use of the Superintendent.

3.6 Insurance. The District shall pay premiums for medical insurance coverage (TRS Active Care 2) for the Superintendent and family pursuant to the group health care plan provided by the District. In the event the Superintendent elects to secure insurance outside the District plan and not take the insurance provided by the District, he shall receive the amount of the premium the District would have paid as supplemental income on his monthly check.

4. REVIEW OF PERFORMANCE

4.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

5. RENEWAL OF PERFORMANCE

5.1 Renewal/Non-renewal. Renewal or non-renewal shall be in accordance with Board policy and applicable law.

6. TERMINATION OF EMPLOYMENT

6.1 Mutual Agreement. This Agreement may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Agreement without the written consent of the Board.

6.2 Death/Retirement. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause.

6.4 Termination Procedure. In the event that the board terminates this Agreement for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

7. PROFESSIONAL LIABILITY

7.1 The District shall indemnify, defend, and hold the Superintendent harmless regarding any

claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. This District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts for failures to occur during the term of this Contract or any extension thereof.

- 7.2 The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.
- 7.3 The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

8. MISCELLANEOUS

- 8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas.
- 8.2 Amendment. This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.
- 8.3 Savings Clause. 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.
- 8.4 Acceptance. This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. on the **17th day of February, 2010.**

EXECUTED this, the **17th day of December, 2009,**

CENTER POINT INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

By: _____
Secretary, Board of Trustees

SUPERINTENDENT

Cody Newcomb