

Superintendent Employment Contract

This Superintendent Employment Contract (this "Contract") is entered into between the Board of Trustees (the "Board") of Decatur Independent School District (the "District") and Judith L. Whitis (the "Superintendent").

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

1. **Term.** The Board agrees to employ the Superintendent for the term commencing on March 1, 2018, and ending on July 31, 2021. The Board and the Superintendent may extend the term of this Contract by mutual agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of his or her employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
3. **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:
 - 3.1 **Authority.** The Superintendent shall perform the duties and have the powers prescribed by the law, Board policy and Board directive. The Board may assign additional duties to the Superintendent and change the Superintendent's responsibilities or work at any time during this Contract, but the duties shall be appropriate to and consistent with the professional role of the Superintendent.
 - 3.2 **Standard.** Except as otherwise permitted by this Contract or Board action, 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.
4. **Attendance at Meetings.** The Superintendent shall attend all open meetings of the Board. The Superintendent shall also attend all closed meetings of the Board, unless the Board chooses to exclude the Superintendent. Without limiting the foregoing, if the Superintendent is unable or fails to attend a board meeting, the Superintendent shall designate another employee of the District to attend the meeting in place of the Superintendent.
5. **Compensation.**
 - 5.1 **Salary.** The District shall pay the Superintendent an annual salary of \$158,000.00, which shall be paid in installments consistent with the District's normal payroll practice.
 - 5.2 **Benefits.** Except as otherwise provided in this Contract, the District shall provide health and other employee benefits to the Superintendent as provided by state law and Board policies. 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. **Expenses.** The District shall reimburse the Superintendent for expenses incurred by the Superintendent in the performance of his or her duties. The Superintendent shall comply with all procedures and documentation requirements for expense reimbursement in accordance with District policy.
7. **Holidays; Leave; Vacation.** The Superintendent shall be provided the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar. The Superintendent shall be entitled to state and local leave as set forth in Board policy. In addition, the Superintendent may take up to ten (10) vacation days per year, which shall be scheduled at times that will least interfere with the performance of the Superintendent's duties. Accrued but unused vacation days shall accumulate and carry forward from year-to-year during the term of this Contract; provided, however, that the maximum accrued but unused vacation days at any time shall not exceed fifteen (15) days. The District shall pay the Superintendent, at his or her then-current daily rate of pay, a maximum of fifteen (15) accrued and unused vacation days only if the Superintendent (a) resigns from employment, and (b) provides the District at least sixty (60) days' prior written notice of resignation. The Superintendent shall not be entitled to compensation for any accrued but unused state or local leave days upon termination of employment.
8. **Reassignment.** The Board may not reassign the Superintendent from the position of superintendent to another position without the Superintendent's agreement.
9. **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.
10. **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.
11. **Representations.** The Superintendent makes the following representations:
 - 11.1 **Beginning of Contract.** The Superintendent represents that he or she has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 11.2 **During Contract.** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest, 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.
 - 11.3 **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.

12. General Provisions.

- 12.1 **Amendment.** This Contract may not be amended except by written agreement of the Board and the Superintendent (the "Parties").
- 12.2 **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.
- 12.3 **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 and any addenda constitute the entire agreement between the Parties.
- 12.4 **Applicable Law and Venue.** Texas law shall govern 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.
- 12.5 **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.

13. Notices.

- 13.1 **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 by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.
- 13.2 **To Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice 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.

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EXECUTED as of the dates of signature indicated below, but to be effective as of March 1, 2018.

DECATUR INDEPENDENT SCHOOL DISTRICT

By: Wade Johnson
President, Board of Trustees

Date signed: March 1st 2018

ATTEST:

By: Cheri Boyd
Secretary, Board of Trustees

SUPERINTENDENT:

Judith L. Whitis
Judith L. Whitis

Date signed: 3/01/2018