RICHARDSON INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS \$
COUNTY OF DALLAS \$

Contract of Employment for Superintendent

This Contract of Employment (the "Contract") is entered into by the Board of Trustees ("Board") of the Richardson Independent School District ("RISD" or the "District") and Jeannie Stone, Ed.D. ("Superintendent").

Pursuant to the authority of Chapter 21 and Section 11.201 of the Texas Education Code and the general laws of the State of Texas, for and in consideration of the terms stated in this Contract, the Board and the Superintendent hereby agree as follows:

- 1. Term. The Board, by and on behalf of the District, hereby employs the Superintendent, and the Superintendent hereby accepts such employment, for a term commencing on January 9, 2017, and ending on June 30, 2020 the "Contract Term"). The District may, by action of the Board, and with the consent and agreement of the Superintendent, extend or renegotiate the Contract to a term permitted by state law. This Contract creates no property interest of any kind beyond the period of time stated in the Contract.
- 2. <u>Professional Certification, Credentials, and Records</u>. This Contract is conditioned upon the Superintendent satisfactorily providing before the first day of the Contract Term, the valid certification and other records and information required by law, the Texas Education Agency, the State Board for Educator Certification, and the Board. The Superintendent agrees to maintain the required certification throughout her term of employment with the District. If the Superintendent's certification expires, is canceled or revoked, or otherwise becomes invalid, this Contract is void.

3. Representations.

3.1 The Superintendent represents that she has disclosed to the Board in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony or an offense involving moral turpitude, even if such felony or offense was erased or otherwise purged or expunged from the Superintendent's record and, more specifically, represents that she has no record of such indictments, convictions, or other disposition of any felonies or offenses involving moral turpitude. The Superintendent further represents and agrees that, during the Contract Term, she will notify the Board, in writing within three calendar days, of any arrest or any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony or an offense involving moral turpitude. The Superintendent understands that a criminal history record

acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

3.2 The Superintendent represents that any records or information provided in connection with 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 good cause for termination or nonrenewal of employment, as applicable.

4. Duties.

- 4.1 <u>General</u>. The Superintendent of Schools is the educational leader and chief executive officer of the District and shall faithfully perform all such duties as prescribed by state law, Board policies, in the job description, as may be necessary and prudent to carry out her role, and as may be lawfully assigned by the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the Contract Term consistent with Section 11.201(d), or other applicable provision of the Texas Education Code. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent shall comply with all lawful Board directives, state and federal law and regulations, and district policies and rules and regulations as they exist or may hereafter be amended or adopted during the Contract Term.
- 4.2 <u>Faithful Performance of Duties</u>. The Superintendent shall devote her full time and energy to the faithful performance of her duties with reasonable care, skill, and diligence, and shall perform her duties to the best of her abilities.
- Criticisms, Complaints, Suggestions. The Board, individually and 4.3 collectively, shall refer all substantive criticisms, complaints, and suggestions from staff and/or third parties to the Superintendent for review and appropriate action. The Superintendent shall promptly investigate such matters and inform the Board of the results of such action in a timely manner. Substantive complaints include, without limitation, allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and /or students, and complaints about personnel which, if true, would require action by the superintendent and/or administration. The Board retains the right to investigate complaints about the superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President the Superintendent shall refer the complaint to the next most senior non-implicated Board officer.
- 4.4 <u>Outside Consulting/Employment</u>. The Superintendent agrees that she will not accept outside employment, engagement as an independent contractor, or paid appointment to any Board or organization during the Contract Term.

- 4.5 Residence in RISD. The Superintendent shall reside within the boundaries of the District. The Board recognizes that the Superintendent currently resides outside of the District and agrees that the Superintendent shall have until the first day of the 2017 2018 school year to establish her residence in the District. If the Superintendent is unable to move her residence to RISD by such date, the Superintendent will discuss the reasons for the delay with the Board President who, in her discretion, may agree to extend briefly the time for the Superintendent to move into the District.
- 4.6 <u>Board Meetings</u>. Unless otherwise prohibited by law, the Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings in which the Board is deliberating about the Superintendent's contract, the Superintendent's evaluation or performance, when the Board is acting in its capacity as a tribunal, considering concerns or complaints about a Board member, or at such other times as may be requested by the Board.
- 4.7 <u>Reassignment</u>. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for RISD. The Superintendent cannot be reassigned from the position of Superintendent to another position without the express mutual written consent of the Board and Superintendent.

5. <u>Compensation</u>.

- Annual Base Salary. RISD shall pay the Superintendent an annual base salary of two hundred eighty five thousand dollars (\$285,000.00) during the Contract Term. The District shall pay the Superintendent's annual base salary in equal monthly installments according to its standard payroll practices. No earlier than June 2018, the Board may, in its discretion, review and adjust the salary of the Superintendent, during the term of this Contract, but in no event shall the Superintendent be paid less than the annual base salary set forth in this paragraph, except by mutual written agreement of the parties. Any adjustments to the Superintendent's Annual Base Salary or other Contract provision made during the Contract Term shall be made by lawful Board action and shall be in the form of a written amendment to this Contract, or a new contract.
- <u>Benefits</u>. Except as otherwise specified herein, RISD shall provide benefits to the Superintendent as provided by state law and Board policies on the same basis as it does for other full-time administrative employees of the District. The Board reserves the right to amend its policies at any time during the Contract Term to reduce or increase these benefits, at the Board's sole discretion.

5.3 Health, Dental, Life, and Disability Insurance Benefits.

<u>Group Health and Dental Insurance</u>. The District shall pay the premiums for group health and hospitalization, and, dental coverage under the District's group benefit plans for the Superintendent and child (to the extent

the child remains eligible for coverage under the District's group benefit plans). Enrollment and coverage under such plans shall be according to the terms of the plans as they now exist or may hereafter be amended.

<u>Term Life Insurance</u>. The District shall pay the annual premium for term life insurance coverage on the life of the Superintendent under the District's term life insurance plan in an amount equal to the Superintendent's base salary as specified in Section 5 of this Contract. The Superintendent shall have the sole right to select the beneficiary(ies) for her term life coverage. Enrollment and coverage under such plan shall be according to the terms of the plan as it now exists or may hereafter be amended.

<u>Long-Term Disability Insurance</u>. The District shall pay the premiums for the Superintendent's coverage under the District's Long-Term Disability Income Protection Insurance Plan if the Superintendent elects coverage under such plan. Enrollment and coverage under such plan shall be according to the terms of the plan as it now exists or may hereafter be amended.

5.4 Longevity/Retention Payment. To encourage continuity of leadership in the District, the Board wishes to provide additional compensation to the Superintendent upon the achievement of certain longevity goals. Provided the Superintendent is still actively employed on each Milestone Date and has not given notice of her intention to resign or retire, and the Board has not given the Superintendent notice of its intention to nonrenew or terminate the Superintendent's Contract of Employment, RISD will accrue the amount listed below for the Superintendent as a longevity/retention payment. RISD will pay the accumulated Longevity/Retention Payment to the Superintendent within 30 days of July 1, 2020 (the "Vesting Date"), provided the Superintendent remains continuously employed and has not given notice of her intention to resign or retire. The Superintendent shall be entitled to no payment under this paragraph prior to the Vesting Date.

The Longevity/Retention Payment shall be calculated as follows:

Milestone Date	Amount
July 1, 2018	5% of Annual Base Salary as of
	June 30, 2018
July 1, 2019	5% of Annual Base Salary as of
	June 30, 2019
July 1, 2020	5% of Annual Base Salary as of
	June 30, 2020

The Longevity/Retention Payment shall be paid as additional salary and shall be subject to normal withholding.

- **5.5.** Effect of Termination of Employment on Compensation. In the event this Contract is terminated, for any reason (whether voluntary or involuntary), prior to the completion of the Term, the Superintendent shall be paid for the days worked or earned prior to the date of the termination in accordance with the District's normal payroll practices at the rate provided in the Contract computed pro rata up to the date of termination, but shall be entitled to no further compensation or benefits as of the date of termination except as otherwise provided by law or this Contract. This paragraph do not limit the Superintendent's rights to damages for breach of Contract or violation of the Superintendent's due process rights or other rights under state or federal law.
- days each year under this Contract, in accordance with the professional employment calendar. The professional employment calendar runs from July 1 of a particular year through June 30 of the subsequent year. This number of duty days is the same as for professional employees engaged under 226-day contracts. The Superintendent shall receive the same number of local leave days, holidays, and any other leave days as authorized by Board policies or applicable law for full-time administrative employees employed to work under the 226-day work schedule. Days taken by the Superintendent for personal leave shall be taken at such time or times as will least interfere with the performance of the Superintendent's duties. The Superintendent may observe the same District holidays as those observed by other full-time 226-day administrative employees of the District.

7. Business Expenses.

- Expense Reimbursement. Subject to applicable law, the District shall pay or reimburse the Superintendent for reasonable and necessary reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract from funds budgeted for that purpose. Such expenses shall include, but are not limited to, District-related travel, lodging, and meals outside of the DFW Metroplex area, membership and participation in approved professional, civic, and service organizations, attendance at professional conferences and trainings, and projects within the District. The Superintendent shall comply with all policies, procedures, and documentation requirements established by the Board, the District's independent auditors, and state and federal laws regarding such business expenses. The Superintendent's expenses shall be subject to review by the District's independent and internal auditors. The Board reserves the right to refuse any reimbursement request that it determines is excessive, does not comply with RISD's policies and guidelines, or that the Board reasonably believes falls outside the scope of the Superintendent's duties.
- 7.2. Relocation Payment. The District will pay the Superintendent a one-time payment of \$10,000 (ten thousand dollars) to help defray the Superintendent's costs to relocate her residence to the District. Such relocation payment will be paid to the Superintendent within 30 days after the Superintendent notifies the Board president that she had entered into a contract

for purchase or lease of a residence in the District. This payment shall be paid as additional salary and shall be subject to all normal withholding.

- Automobile Allowance. RISD shall provide the Superintendent with an additional monthly sum of one thousand dollars (\$1,000.00) as an automobile allowance in consideration of the Superintendent's use of her personal vehicle for This automobile allowance shall be paid monthly in business purposes. accordance with the District's normal payroll practices. The Superintendent shall ensure the vehicle is maintained in satisfactory appearance and working condition. Subject to any limits imposed by federal law or rule, the Superintendent may receive automobile mileage at the District's approved reimbursement rate for necessary business travel outside of the Metroplex area (as described in District administrative guidelines) when the Superintendent uses her personal automobile for such travel. These sums are intended to compensate the Superintendent for use of her personal automobile in the performance of her duties on behalf of the District. If the Superintendent's personal automobile becomes unavailable for use or the Superintendent is not actively employed, the automobile allowance will be reduced on a daily pro rata basis for each day during a pay period for which the Superintendent is using a District automobile instead of a personal automobile, with the exception of any days on which the Superintendent is traveling out of District. The Superintendent shall maintain comprehensive liability insurance coverage of t least the minimum rates required by law for the vehicle at all times during the Contract Term and shall immediately notify the Board President is the insurance is canceled or lapses for any reason.
- 8. Professional and Civic Activities. The Board encourages the Superintendent to join, attend and/or actively participate in appropriate professional and civic organizations at the local, state, and national levels. The Superintendent shall give the Board prior reasonable notice of the professional and civic meetings and organizations that the Superintendent desires to attend, actively participate in, and/or join. Unless the Board objects, the District shall pay the reasonable expenses for such activities from funds budgeted for that purpose, including any membership dues and fees the Superintendent incurs. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere or create a conflict of interest with the performance of her duties as Superintendent.
- 9. Annual Performance Goals. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District goals. Unless otherwise agreed between the Board and Superintendent, the Superintendent shall submit the proposed annual performance goals to the Board no later than August 15 each year and the board shall approve such goals no later than September 30 each year.

Annual Performance Evaluation. The Board shall evaluate and assess the performance of the Superintendent in writing at least once each year by the end of June during the term of this Contract, and at such other times as the Board deems necessary or appropriate. The Board's evaluation and assessment of the Superintendent's performance will occur during closed session of a duly called Board meeting and shall be considered confidential to the extent allowed by law unless the Board and the Superintendent mutually agree that the evaluation/assessment should be held in open session. Nothing herein shall prohibit the Board or Superintendent from disclosing the content of the Superintendent's evaluation to their respective legal counsel. evaluation and assessment of performance shall be in accordance with the Board's policies and state and federal law, and shall be related to the duties of the Superintendent as prescribed by law, Board policies, the Superintendent's job description, and as outlined herein, and the Annual Performance Goals and objectives established for the evaluation period. If the Board determines that the Superintendent's performance is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the basis for such determination. The Board shall provide the Superintendent with a copy of the written evaluation. The Superintendent shall have the right to make a written response to the evaluation. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. The Board shall meet with the Superintendent to discuss the evaluation within a reasonable time after it is delivered to the Superintendent. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. The evaluation shall be confidential to the extent permitted by law. If the Board materially modifies its performance expectations and/or procedure for the Superintendent after the performance year has begun, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

11. <u>Professional Liability</u>.

To the extent it may be permitted to do so by applicable law, including but not limited to the Texas Civil Practices & Remedies Code, and as limited by any such applicable law, the District shall indemnify, defend, and hold the Superintendent harmless from any claims, demands, suits, actions, or other legal proceedings against the Superintendent, or judgments or damages incurred by the Superintendent, including court costs and reasonable attorney's fees, in her 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 her 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, or acted in bad faith or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings. Excluded are any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The Board may retain attorneys to represent the Superintendent in any proceeding for which she could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. The selection of the Superintendent's attorney shall be with the mutual agreement of Superintendent and the District, if such legal counsel is not also the District's legal counsel. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District may, at its sole option, comply with this paragraph by purchasing appropriate insurance coverage for the Superintendent or by including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for protection of the Board and District professional employees, in which case, the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. The District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the Contract Term or any extension thereof.

- 11.2 The Board shall not be required to pay any costs, including attorney's fees, related to any legal proceedings in which the Board and the Superintendent are adverse to each other.
- 11.3 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 and/or its employees. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract at no cost to the District, other than reimbursement to the Superintendent for his documented reasonable and necessary out-of-pocket expenses and lost wages (if any) attributable to the Superintendent taking time off from her then current employment to reasonable assist the District. To the extent this section exceeds the authority provided and the limitations imposed by Texas Civil Practices & Remedies Code, Chapter 102, it hall be construed and modified accordingly.
- **12. Termination.** This Contract may be terminated as follows:
- 12.1 <u>Mutual Agreement</u>. By mutual written agreement of the Board and the Superintendent at any time upon such terms and conditions as may be mutually agreeable to the parties.
- Resignation. The Superintendent may leave 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 no later than the 45th day before the first day of instruction in the upcoming school year. The Superintendent may resign with the consent of the Board at any other tine.
- 12.3 <u>Disability of the Superintendent</u>. Subject to the Americans With Disability Act of 1990 and other applicable law, should the Superintendent become unable to perform any or all of the essential functions and duties of her position by reason of illness, accident or other cause, and said disability exists after all of her accrued paid leave has been exhausted, the District may make appropriate deduction from

the Superintendent's annual base compensation for each additional day that the Superintendent is unable to perform the duties of her position, based on two hundred and twenty six (226) days of service per year during the term of this Contract. If the Superintendent is determined to be disabled and incapable of resuming all of her material duties and obligations of employment by a physician mutually acceptable to the Board and Superintendent, the District and the Superintendent hereby mutually agree that this Contract will terminate at that time without the necessity of any further action by the Board or the Superintendent, and the Superintendent hereby waives all of her rights to a hearing in consideration for the lump-sum payment of six months' salary and benefits by the District upon termination of this Contract due to disability.

If a question arises concerning the capacity or fitness of the Superintendent to return to her duties, the Superintendent shall submit to a medical examination by a physician mutually acceptable to the Board and the Superintendent, the cost of such examination to be paid by the District. The physician shall limit the report to the issue of whether the Superintendent has a continuing disability that prohibits her from performing any or all of her duties.

- 12.4 <u>Retirement/Death</u>. Upon the retirement or death of the Superintendent.
- **12.5** Renewal/Nonrenewal. Renewal or nonrenewal of this Contract shall be in accordance with the Board's policies and applicable law.
- **12.6** Good Cause. The Board may dismiss the Superintendent during the Contract Term or any extensions thereof for good cause as determined by the Board. The Board shall give the Superintendent the reasons for a proposed dismissal for good cause in writing and the Superintendent shall be provided all procedural and substantive rights as set forth in the Board's policies and applicable state and federal law. The term "good cause" includes, without limitation
 - a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
 - b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication or failure to make measurable progress towards the goals stated in the District Improvement Plan or the Superintendent's performance goals; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any identified incompetency or inefficiency;
 - c. Insubordination or failure to comply with lawful written Board directives;
 - d. Failure to comply with written Board Policies or District administrative regulations;

- e. Neglect of duties, including, without limitation, conducting personal business during school hours when it results in neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages, or being under the influence of or possessing alcoholic beverages while on school property, while working in the scope of the Superintendent's duties (which may include social engagements), or while attending any school-or District-sponsored activity;
- g. Illegal use, possession, manufacture, or distribution of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. Conviction of a felony or crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude;
- i. Failure to report to the Board any arrest, conviction, or deferred adjudication for any felony or crime involving moral turpitude as required by Board policy and/or this Contract;
- j. Failure to meet the District's standards of professional conduct;
- k. Failure to comply with reasonable District professional development requirements;
- l. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
- m. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- n. Assault on an employee or student;
- o. Knowing falsification of records or documents related to the District's activities;
- p. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- q. Failure to fulfill or maintain requirements for superintendent certification;
- r. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District;
- s. Falsification or material omission of information required on an employment application or other documents submitted in connection with employment with the District;
- t. Failure to maintain an effective working relationship with the Board; or

u. Any other reason constituting "good cause" under Texas law or this Contract.

13. Miscellaneous.

- **13.1.** Savings Clause. If 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.
- **13.2.** Controlling Law. This Contract shall be governed by the laws of the State of Texas and it shall be performable in Dallas County, Texas. Venue for any dispute concerning the interpretation and/or enforcement of this Contract shall be in Dallas County, Texas.
- 13.3. Complete Agreement. This Contract embodies the entire understanding and agreement of the parties and supersedes all other agreements and understandings, both written and oral. Any additions, deletions, or modifications to the terms and conditions of this Contract, including but not limited to changes in the term of the Contract or the base annual salary of the Superintendent, shall only be made by written addendum signed by both parties. Both parties acknowledge and agree that they have had the opportunity to consult with legal counsel of their choosing in the negotiation and execution of this Contract.

13.4. <u>Notices</u>.

<u>Superintendent</u>. The Superintendent agrees to keep a current address on file with RISD's Human Resources Department and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand delivering the notice to the Superintendent or by sending the notice by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

<u>Board</u>. The Board agrees that the Superintendent may meet any legal obligations to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the Board President and one copy to the Board Vice President. 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 by the District.

13.5. Conflicts. 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 contrary provisions of the Board's

policies or any such permissive law during the term of the Contract; provided, however, the Board expects the Superintendent to comply fully with Board policies and nothing in this paragraph relieves the Superintendent's compliance with those policies.

13.6. Section 409A. The parties intend that this Contract be interpreted in a manner to be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the Code) and where no so exempt, to be in compliance therewith. The Superintendent (and/or beneficiary, as applicable) shall have no right to dictate the taxable year in which any payment hereunder that is subject to Section 409A of the Code should be paid. Notwithstanding anything to the contrary, to the extent required by Section 409A of the Code: (A) the amount of expenses eligible for reimbursement or to be provided as an in-kind benefit under this Contract with respect to a calendar year may not affect the expenses eligible for reimbursement or to be provided as an in-kind benefit in any other calendar year; (b) the right to reimbursement or in-kind benefit under this Contract shall not be subject to liquidation or exchange for another benefit; and (c) no reimbursements shall be made after the last day of the calendar year following the calendar year in which the expense was incurred.

AGREED: AGREED:

RICHARDSON INDEPENDENT SCHOOL DISTRICT SUPERINTENDENT **BOARD OF TRUSTEES**

Name: Kimberly S. Caston Title: President, RISD Board of Trustees

Date Signed: January _

Date Signed: January

ATTEST:

Kristin Kuhne, Secretary RISD Board of Trustees