

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

SUPERINTENDENT’S EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the “Board”) of the Rio Vista Independent School District (the “District”) and Timothy Wright (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 sixty (60) months, beginning July 1, 2017 and ending June 30, 2022.**
- 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 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 time, skill, labor, and attention to performing his 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 Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative**

employees on twelve-month contracts.

6. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) **Salary.** The District shall provide the Superintendent with an annual salary in the sum of one hundred thirteen thousand six hundred forty seven dollars (\$113,647.00). This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.
 - (b) **Discretionary Salary Adjustments.** At any time following the completion of the first fourteen (12) months of the contract term, 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 6(a) of this Agreement.
 - (c) **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 for travel; such costs may include, but are not limited to, hotels and accommodations, meals, rental cars 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 policy.
 - (d) **Automobile Allowance.** The parties agree that the District shall pay the Superintendent an automobile allowance not to exceed six hundred twenty-five dollars (\$625.00) per month.
 - (e) **Cellular Telephone Allowance.** The District shall pay the Superintendent a cellular telephone allowance not to exceed one hundred dollars (\$100.00) per month.
 - (f) **Medical and Disability Insurance.** The District shall pay the premiums for hospitalization, major medical, dental and vision insurance coverage for the Superintendent and his spouse pursuant to the District's group health care plan(s). The premiums for any additional insurance coverage which may be offered by the District to its administrative employees shall be paid by the Superintendent.
 - (g) **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's reasonable attendance and participation in appropriate professional meetings at the local,

regional, state, and national levels, as approved by the board. Reasonable expenses of two (2) such professional growth activities for which the Board has given prior written approval shall be borne by the District each district fiscal year.

- (h) **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, etc. The reasonable expense for one (1) such activities for which the Board has given prior written approval shall be borne by the District each district fiscal year.
- 7. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
- 8. 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 and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.
- 9. The Superintendent agrees to continuously reside within the boundaries of the Rio Vista Independent School District during the term of this Agreement.
- 10. The Board shall evaluate and assess in writing the Superintendent's performance at least once a year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law.
- 11. 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. In the event the Board proposes the termination of this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.
- 12. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 13. 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.
- 14. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
- 15. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy. At any time following the completion of the first fourteen (14) months of 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.

16. 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.
17. 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.
18. 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 essential job functions with or without reasonable accommodation. This statement shall be filed with the president of the Board.
19. This Contract shall be governed by the laws of the State of Texas and shall be performable in Johnson County, Texas, unless otherwise provided by law
20. 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.
21. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the 30th day of January 2017.

Signed this 25th day of January 2017

David R. Benson
President, Board of Trustees

Signed this 25th day of January 2017

Tim W. Right
Superintendent