

Date given Superintendent: 17 January 2011  
Date returned by Superintendent: 18 January 2011

STATE OF TEXAS  
COUNTY OF NOLAN

### **SUPERINTENDENT'S TERM CONTRACT**

The BOARD OF TRUSTEES ("Board") of the ROSCOE INDEPENDENT SCHOOL DISTRICT ("RISD") and **Kim D. Alexander** ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for ROSCOE ISD.

#### **I. Term**

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of 3 years, commencing on **January 18, 2011** and ending on **January 18, 2014**.
- 1.2 Roscoe ISD may by action of the Board, and with the consent of the Superintendent, extend the term of this term contract.
- 1.3 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this term contract. No property interest, express or implied, is created in continued employment beyond the contract term.

#### **II. Employment**

- 2.1 *Duties.* The Superintendent is the educational leader and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the RISD, as prescribed in the job description and as may be assigned by action of 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 amended. The Superintendent shall perform the duties of the Superintendent of Schools for the Roscoe ISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor, and attention to his her employment and the performance of these duties during the term of this term contract.
  - 2.1.a Specifically, it shall be the duty of the Superintendent to:
    - (1) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the Roscoe ISD and for the annual performance appraisal of the Roscoe ISD's staff.
    - (2) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent.
    - (3) Make recommendations regarding selection of Roscoe ISD personnel, subject to Board approval.
    - (4) Initiate the termination or suspension of an employee's employment or the nonrenewal of an employee's term contract.
    - (5) Manage the day-to-day operations of Roscoe ISD as its administrative manager.
    - (6) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the Roscoe ISD for the following fiscal year.
    - (7) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies.
    - (8) Develop appropriate administrative regulations to implement adopted policies.

(9) Provide leadership for the attainment of student performance based on the academic excellence indicators adopted by the State Board of Education and other indicators adopted by the Board of Trustees of Roscoe ISD.

(10) Organize the district's central administration.

2.2 *Professional Certification.* The Superintendent shall at all times during employment by Roscoe ISD hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that he has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his/her employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.

2.3 *Reassignment.* The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing or is afforded notice and an opportunity for a hearing.

2.4 *Board Meetings.* The Superintendent shall attend all meetings of the Board, both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation and from those closed meetings devoted to interpersonal relationships between individual Board members.

2.5 *Criticisms, Complaints.* Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by employees or members of the public. The Superintendent shall look into the matter and direct a complainant to the appropriate policy for resolution of the complaint. When the matter is a substantive criticism or suggestion, the Superintendent shall investigate and make a report to the Board for its consideration.

### III. Compensation

3.1 *Salary.* During the first year of the contract, the Roscoe ISD shall provide the Superintendent with an annual salary not less than **\$93,018.00**. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

3.2 *Salary Adjustments.* The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this term contract or a new contract shall be issued.

3.3 *Housing.* The Roscoe ISD shall furnish housing for the Superintendent and his/her family and will provide for all utilities excluding telephone. *[optional]*

3.4 *Vacation, Holidays, Leave Benefit.* Subject to the Board's approval of the scheduling, the Superintendent may take the same number of days of vacation as are authorized by Board policy for administrative employees on twelve-month contracts. These vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this term contract. Unused vacation does not accumulate from year to year and cannot be converted into compensation at the termination of the employment relationship or any other time.

The superintendent shall have 15 days of vacation each year. The vacation days may be taken individually or up to 10 days at one time.

The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted board policy.

- 3.5 *Automobile/Automobile Expense Benefit.* The Superintendent shall be compensated for out-of-district travel at actual costs, unless expenses are paid with a district-provided credit card. The In-District Travel allowance and out-of-district travel expenses may be reviewed by the Board, and the Board by policy may limit or require pre-approval for out-of-district travel.
- 3.6. *Legal Proceedings..* The Roscoe ISD shall provide the Superintendent with a legal defense of the District's choice, and the costs and expenses related to that defense for any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his or her individual or official capacity as agent and employee of the Roscoe ISD, provided that the Board determines that the Superintendent was acting in good faith and within the course and scope of his or her employment and that the legitimate interests of the Roscoe ISD require legal defense on behalf of the public interest. Roscoe ISD's obligation to provide legal defense under this paragraph shall survive the termination of this contract, but shall not survive the statute of limitations for any claim eligible for defense under this paragraph.

#### **IV. Annual Performance Goals**

- 4.1 *Development of Goals.* The Superintendent, in cooperation with the District-Level Planning and Decision-Making Committee, shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the Roscoe ISD. 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.

#### **V. Review of Performance**

- 5.1 *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 term contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. The evaluation of the Superintendent shall at all times be conducted in closed meeting.
- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be adopted by the Board.

#### **VI. Renewal or Nonrenewal of Term Contract**

- 6.1 *Renewal/Nonrenewal.* Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code. It is expressly agreed by the parties that "loss of confidence in the Superintendent by the Board" shall be a valid ground for nonrenewal pursuant to Section 21.212 of the Texas Education Code, and this reason is made a part of the Board's policy for nonrenewal of the Superintendent's employment by reference. "Loss of confidence in the Superintendent by the Board" shall be defined as a vote of "no confidence" passed by a majority of the Board plus one (1) member.
- 6.2 *Appeal.* If the Superintendent is aggrieved by the Board's decision, he or she may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

#### **VII. Termination of Contract**

- 7.1 *Mutual Agreement.* This term contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.

- 7.2 *Resignation.* 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 not later than the 45th day before the first day of instruction of the following school year.
- 7.3 *Retirement or Death.* This term contract shall be terminated upon the retirement or death of the Superintendent.
- 7.4 *Dismissal or Suspension Without Pay for Good Cause.* The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this term contract for good cause. The following are examples of conduct and situations which may constitute “good cause,” but the term is not limited in meaning by this list:
- (1) Failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this term contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances;
  - (2) Any conduct that is inconsistent with the continued existence of the Board-Superintendent relationship, including without limitation any sexual misconduct with a student or employee or any conduct that endangers or has the potential to endanger the health or safety of one or more students or employees.
  - (3) Insubordination or failure to comply with written or oral directives issued by action of the Board or failure to comply with Board policies, such that the needs of students or the effective operation of a campus or Roscoe ISD are compromised.
  - (4) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication when the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency that is remediable;
  - (5) Neglect of duties;
  - (6) Drunkenness or excessive use of alcoholic beverages;
  - (7) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
  - (8) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment.
  - (9) Failure to meet the Roscoe ISD's standards of professional conduct;
  - (10) Failure to comply with reasonable Roscoe ISD professional development requirements;
  - (11) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
  - (12) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the Roscoe ISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
  - (13) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with parents, the community, or staff, unless the relationship or good rapport is not achieved or maintained due to no fault of the Superintendent.
  - (14) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with the Board, for any reason, in its sole and final determination;

- (15) Assault on an employee or student;
- (16) Falsifying records or documents related to the Roscoe ISD's activities;
- (17) Misrepresentation of facts to the Board or other Roscoe ISD officials in the conduct of the Roscoe ISD's business; or
- (18) Any other reason constituting "good cause" under Texas law.

7.5 *Termination or Suspension Without Pay Procedure.* In the event that the Board proposes to terminate this term contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code.

### **VIII. Miscellaneous**

- 8.1 *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, governmental committees, and educational organizations. The cost of membership in such activities, if any and subject to Board approval in advance, shall be borne by the Roscoe ISD.
- 8.2 *Medical Examination.* The Superintendent shall have a comprehensive medical examination not less than once every year at Roscoe ISD expense. A statement certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board of Trustees and treated as confidential by the Board.
- 8.3 *Professional Organizations.* The cost of membership in two professional organizations shall be borne by Roscoe ISD
- 8.4 *Controlling Law.* This term contract shall be governed by the laws of the State of Texas, and shall be performed in Nolan County, Texas, unless otherwise provided by law.
- 8.5 *Complete Agreement.* This term contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent are superseded by this term contract, and this term contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this term contract.
- 8.6 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this term contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this term contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 8.7 *Savings Clause.* In the event any one or more of the provisions contained in this term contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this term contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

*SIGNATURES APPEAR ON THE FOLLOWING PAGE*

EXECUTED at the City of Roscoe, County of Nolan and State of Texas, this 18th day of January 2011, pursuant to action of the Board of Trustees at a meeting held on January 17, 2011 for which there was a properly posted agenda that included an item related to employment of a superintendent.

ROSCOE INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

Steve Anthony

President Board of Trustees

ATTEST:

\_\_\_\_\_

Jusitn Alexander

Board Secretary

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Kim D. Alexander

Superintendent

*It is the policy of the Roscoe Independent School District not to discriminate on the basis of sex, disability, race, color, age, religion, national origin, or status as a veteran in its educational and vocational programs, activities, or employment.*

*Roscoe ISD Provides a Drug and Tobacco-Free Workplace*