

STATE OF TEXAS           §  
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COUNTY OF LAMB         §

### **SUPERINTENDENT'S CONTRACT**

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Olton Independent School District (the "District") and Charles "Bub" McIver (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 twelve-month basis for years, beginning July 1, 2010 and ending June 30, 2015
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 Agency 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 or her time, skill, labor, and attention to performing his or her 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 Board agrees to pay the Superintendent an annual salary and other compensation as follows:
  - (a) The District shall provide the Superintendent with an annual salary in the sum of Eighty-Eight Thousand dollars (\$88,000.00). This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.

- (b) 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 5(a) of this Agreement.
- (c) Other Benefits.
- i. *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, gasoline, 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.
  - ii. *Insurance.* The District shall pay sixty percent (60%) of the Superintendent's premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent (and/or) his or her immediate family. The parties recognize that the Superintendent's spouse is also currently an employee of the District, and, as such, she is the policy holder for the family's group health benefit plan and group dental plan. The parties agree that the benefits provided for under this section may be coordinated between the District, the Superintendent and his spouse without the need for transferring the policies to the Superintendent.
  - iii. *Automobile.* The District shall provide the Superintendent with a late model, full-sized automobile for the Superintendent's personal and business use. The District shall pay the cost of maintaining the automobile in a good working condition. The District shall fully pay or reimburse the Superintendent for expenses incurred in the maintenance and use of the automobile and may, in its discretion, provide the Superintendent with a credit card owned by the District to which such reasonable automobile expenses may be charged.
  - iv. *Housing.* The District shall make a school-owned house available to the Superintendent beginning on January 16, 2009, on the following terms and conditions:
    - a. There shall be no rent charged by the District for the occupancy of the property;

- b. The District shall pay the utility costs associated with occupancy of the property;
  - c. The Superintendent agrees that should this Agreement be terminated for any reason, the Superintendent shall vacate the school house within 14 days of notice to vacate from the District.
- v. *Vacations, Holidays, Sick Leave.* The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees 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 Agreement. 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 number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.
- vi. *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 such professional growth activities shall be borne by the district to a maximum of the budgeted allocation for each fiscal year.
- vii. *Civic Activities, etc.* the Superintendent is encouraged to participate in community and civic affairs, including the chamber of commerce. The reasonable expense of such activities shall be borne by the District to a maximum of the budgeted allocation for each fiscal year.
6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
7. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law.


8. 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.
9. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
10. 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.
11. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
12. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
13. At any time during 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.
14. 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.
15. 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.
16. 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 or her essential job functions with or without reasonable accommodation. This statement shall be filed with the president of the Board.
17. 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.

18. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the \_\_\_\_ day of \_\_\_\_\_, 2011

Signed this 11 day of 1, 2011.      Signed this 11 day of 1, 2011

  
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President, Board of Trustees

  
\_\_\_\_\_  
Superintendent

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