

## Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of the PLAINVIEW INDEPENDENT SCHOOL DISTRICT (the "District") and Dr. D. Rockwell Kirk (the "Superintendent").

The Board and the Superintendent ("the Parties"), for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, continuously, with an ending date of December 31, 2018.
2. **Extension.** At any time during the Contract term, the Board in its discretion may reissue the Contract for an extended term. Failure to extend a contract shall not constitute contract nonrenewal.
3. **Certification and Records.** The Superintendent agrees to maintain the required certification and experience records throughout the term of employment with the District, and all other records required for personnel or payroll purposes. If the Superintendent's certification expires, is canceled, or is revoked, then this Contract is void.
4. **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
5. **Representations.** The Superintendent makes the following representations:
  - 5.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
  - 5.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any 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.

- 5.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application, certification, employment history, and payroll and personnel records 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.
6. **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:
- 6.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law, the job description, and 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. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
- 6.2 **Standard of Performance:** Except as otherwise permitted by this Contract, 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.
- 6.3 **Evaluation:** The Board shall evaluate the Superintendent at annual or more frequent intervals. The evaluation format and procedure shall be in accordance with Board policy and state and federal law.
- 6.4 **Outside Employment:** The Superintendent 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. For any such outside employment, the Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.
- 6.5 **Professional and Civic Activities.** The Superintendent is encouraged to participate in professional growth activities and civic activities.

7. **Annual Compensation.** The District shall pay the Superintendent an annual salary as follows:

7.1 **Salary:** An annual salary of \$136,060.00 shall be payable in twelve (12) monthly installments in accordance with the District's standard payroll practices, and shall be subject to all appropriate withholding.

(a) **Financial Exigency.** If the Board declares a financial exigency under Texas Education Code Section 44.011, the statute allows the Board to choose to amend this Superintendent's Contract. If this Contract is amended, then the Superintendent may choose to accept the amended Contract or resign without penalty upon the provision of reasonable notice.

(b) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code Section 21.4023, then the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

(c) **Furlough.** If the Board implements a furlough under Texas Education Code Section 21.4021, then the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

7.2 **Salary Increases:** The Board, in its sole discretion, may award salary increases on an annual basis through an amendment to this Contract. The salary for the remaining years' of the Contract shall not be less than the salary for the first year of this Contract, except as provided in paragraph 7.1 (a-c) above.

7.3 **Benefits:** The District shall provide 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.

7.3.1 **Car Allowance:** The District shall provide the Superintendent with a monthly car allowance in the amount of \$600 for all local travel.

7.3.2 **Medical Insurance Premiums:** The District shall provide the Superintendent with partial funding and/or partial reimbursement for

Medical insurance premiums in the same amount as that paid by the District on behalf of other full-time employees.

- 7.3.3 Vacations, Sick Leave, and Holidays:** The Superintendent shall receive the same number of vacation days as authorized by board policy for administrative employees on 12-month contracts. The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar and shall be eligible for any leave available to other employees under Board policy. The Superintendent shall schedule vacation and leave days with prior written approval of the Board President and at times that will least interfere with the performance of the Superintendent's duties.
- 7.3.4 Membership Dues:** The Board encourages the Superintendent to become a member of and participate in local and state civic and professional organizations of his choosing. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District will reimburse the Superintendent for the reasonable expense of membership in these organizations, subject to Board approval.
- 7.3.5 Disability Insurance:** The District shall pay the premium for a long-term disability insurance policy for the Superintendent to compensate the Superintendent for at least 60% of the Superintendent's base salary, after a suitable qualifying period.
- 7.3.6 Business Expense Reimbursements:** The District shall reimburse the Superintendent, according to Board policy, for expenses incurred by the Superintendent in the performance of the Superintendent's duties.
- 7.3.7 Technology and Electronic Devices and Services:** The District shall provide the Superintendent with electronic devices and associated support and services for his personal and professional use. This includes, but is not limited to: a (one) mobile cellphone, a (one) desktop computer for his District office, a (one) laptop computer for his District/home/mobile use, a (one) iPad for his District/home/mobile use, a (one) printer for his home office, and a (one) external backup drive for his home office, and other home office associated peripherals, such as keyboards and mice. Upon the Superintendent's end of service and employment with the District, the Superintendent shall retain, for his possession and use, such equipment designated for personal and home office use.

**7.4.8 Professional Growth Activities:** The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, with advance approval of the Board. The District shall reimburse the Superintendent for actual out-of-town travel, meals, lodging, registration and other expenses incurred in attending such Activities in accordance with the adopted budget and the Board's policies regarding expense reimbursements.

**7.4.9 Payment for Accrued Leave:** Unused leave and vacation days will not accumulate from year to year and cannot be converted into compensation at the termination of the employment relationship or any other time.

8. **Residence:** The Superintendent shall maintain a residence within the geographic boundaries of the District.
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, Non-renewal, and Resignation of Contract.** Termination or nonrenewal of this Contract, or resignation under this Contract, will be pursuant to Texas Education Code Chapter 21.
11. **Indemnification:** To the extent consistent with law, including Texas Civil Practice & Remedies Code Chapter 101, the District agrees to **defend, hold harmless, and indemnify** the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as Superintendent of the District, acting within the course and scope of the Superintendent's employment ("Covered Claim").

The term "Covered Claim" excludes any demands, claims, suits, actions, judgments, expenses, and attorneys' fees where it is determined that the Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith. This indemnity also excludes 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 District's obligation to indemnify does not apply to criminal investigations or criminal proceedings.

The District and the Superintendent shall select the Superintendent's legal counsel for any Covered Claim by agreement if such legal counsel is not also the District's legal counsel. If a legal defense is provided through insurance coverage, then the Superintendent's right to agree to legal counsel provided for the Superintendent will depend on the terms of the applicable insurance contract. This indemnity provision

shall survive the termination of this Contract.

The Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. Contingent on the Superintendent's providing such full cooperation, the District shall reimburse the Superintendent's reasonable, related expenses, including travel and lodging expenses. The Parties' obligations under this paragraph shall continue after the termination of this Contract.

## 12. General Provisions.

12.1 **Amendment:** This Contract may not be amended except by written agreement of 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 constitutes the entire agreement between the Parties.

12.4 **Controlling Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that mandatory and exclusive venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be in state district court in Hale County.

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.

12.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

## 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 regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

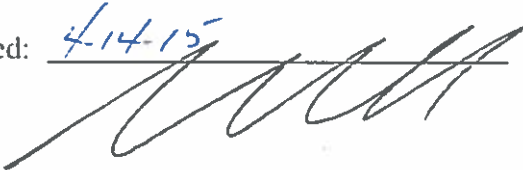
13.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The 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.

I have read this Contract and agree to abide by its terms and conditions:

  
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Dr. D. Rockwell Kirk, Superintendent

Address: 209 E. ROSCLAWN  
PLAINVIEW, TX 79072

Date signed: 4-14-15  


Plainview Independent School District

By: Mr. Brandon Brownlee  
President, Board of Trustees

Date signed: 4-14-2015