

# KEENE INDEPENDENT SCHOOL DISTRICT

P.O. Box 656  
Keene, Texas 76059

[www.keeneisd.org](http://www.keeneisd.org)

817-774-5200  
Fax 817-774-5400

**Ricky Stephens**  
Superintendent of Schools

**Sandy Denning**  
Chief Financial Officer

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

This agreement ("Contract") is made and entered into by and between the Board of Trustees ("Board") of the Keene Independent School District ("District") and Richard Stephens.

### WITNESSETH

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms herein established and pursuant to Section 21.201 et seq., Section 11.1512 and Section 11.201 of the Texas Education Code and the general laws of the State of Texas, have agreed and do hereby agree as follows:

#### 1. TERM

1.1 The Board, by and on behalf of the District, employs Richard Stephens ("Superintendent"), and the Superintendent accepts employment as Superintendent of Schools for the District for a term of three (3) years, commencing on February 1, 2021 and ending on June 30, 2024

1.2 The District may, by Board action, extend the term of this Contract. Failure to extend this contract shall not constitute nonrenewal or termination of this 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 Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

*Keene Independent School District does not discriminate on the basis of race, color, national origin, age, sex, or disability in its employment, practices, activities and programs.*

*El distrito independiente de la escuela de Keene no discrimina en base de la raza, del color, del origen nacional, de la edad, del sexo, o de la inhabilidad en su empleo, prácticas, actividades y programas.*

## 2. EMPLOYMENT

2.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval and to make recommendations to the Board regarding the selection of principals and central administration contractual personnel. Additionally, it shall be the duty of the Superintendent to exercise final authority to employ all contractual personnel below the level of campus principal. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certification Records. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate as required to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification, and all other certificates required by law. Further, the Superintendent must provide the Board of the District with proof of such certification, as well as experience records, college transcripts, verification of earned degrees, medical records, oath of office, consent for and proof of a satisfactory criminal records check, his Social Security Number, and other records required for the personnel files or payroll purposes. The Superintendent shall maintain and furnish to the Board evidence of his maintaining throughout the life of this Contract these required documents. Failure to maintain the necessary certification shall render this Contract void, and any material misrepresentations in any records provided to the District may be grounds for termination of this Contract and the Superintendent's employment.

*Keene Independent School District does not discriminate on the basis of race, color, national origin, age, sex, or disability in its employment, practices, activities and programs.*

*El distrito independiente de la escuela de Keene no discrimina en base de la raza, del color, del origen nacional, de la edad, del sexo, o de la inhabilidad en su empleo, prácticas, actividades y programas.*

2.3 Reassignment. The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 Nepotism. With the exception of any individuals already employed for the statutorily-allowed time periods by the District as of the date of this Contract, the District will not employ, and the Superintendent will not recommend for employment, any individual related to the Superintendent within any prohibited degree under the Texas nepotism law, regardless of whether or not the nepotism law applies to the Superintendent.

2.5 Board Meetings. The Superintendent shall attend all public meetings of the Board and its committees. Unless otherwise provided by law, the Superintendent may be permitted to attend all closed meetings of the Board, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Contract, the Superintendent's salary or benefits or other conditions of this Contract, the Superintendent's evaluation, for the purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal.

2.6 Complaints. The Board, individually and collectively, shall refer all substantive complaints from staff and/or third parties to the Superintendent for review and appropriate action. The Superintendent will investigate such matters and inform the entire Board of the results of such action. Substantive complaints include 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. Provided, however, nothing herein shall be construed to prevent the right of a District employee to communicate directly with a Board member. 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, then the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

2.7 Indemnity. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, and only to the extent of insurance coverage, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any complaints filed with the State Board for Educator Certification (SBEC), and/or in any legal proceeding against the Superintendent in his individual capacity or his official capacity as a District employee, for any act or failure to act within the course and scope of his employment and/or duties as

*Keene Independent School District does not discriminate on the basis of race, color, national origin, age, sex, or disability in its employment, practices, activities and programs.*

*El distrito independiente de la escuela de Keene no discrimina en base de la raza, del color, del origen nacional, de la edad, del sexo, o de la inhabilidad en su empleo, prácticas, actividades y programas.*

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 committed official misconduct; committed a willful or wrongful act or omission, or an act of omission constituting gross negligence; acted in bad faith, with malice, with conscious indifference or reckless disregard, or with intent to violate a person's clearly-established legal rights, engaged in criminal conduct, or to a claim for breach of this Contract filed by the Superintendent or the Board against the other Party. Excluded are any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract held by the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also District's legal counsel. If insurance coverage provides an attorney, then the Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. No individual Board member shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings. The District's obligation under this Paragraph shall continue after the termination of this Contract for qualifying acts or failures to act within the course and scope of employment occurring during the term of this Contract or any extension thereof. The Superintendent shall reasonably cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District or the Superintendent. The provisions of this Paragraph 2.7 shall survive the termination of this Contract. To the extent this Paragraph 2.7 exceeds the authority provided and limitation imposed by Texas Civil Practice & Remedies Code, Chapter 102, then it shall be construed and modified accordingly.

2.8 Consulting or Personal Services. During the term of this Contract, the Superintendent will not provide any personal services for a financial benefit, engage in any consulting activities for a fee, or engage in any outside employment for any business entity that conducts or solicits business with the District. Any financial benefit received by the Superintendent for performing personal services for any other entity must receive prior Board approval, on a case-by-case basis, in an open meeting. The Superintendent will comply with all federal and state laws and regulations and District policies, rules and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract. Any such consulting or personal services shall not conflict or interfere with the Superintendent's professional responsibilities to the District and shall be performed during the work days only to the extent that the Superintendent has available vacation or personal leave days to cover his absences. The Board has sole authority to determine whether the consulting or personal services conflict with the Superintendent's duties to the District.

*Keene Independent School District does not discriminate on the basis of race, color, national origin, age, sex, or disability in its employment, practices, activities and programs.*

*El distrito independiente de la escuela de Keene no discrimina en base de la raza, del color, del origen nacional, de la edad, del sexo, o de la inhabilidad en su empleo, prácticas, actividades y programas.*



### 3. COMPENSATION AND SALARY

3.1 Annual Base Salary. The Superintendent shall be paid an annual base salary in the sum of One Hundred and Fifty Three Thousand and Nine Hundred and Sixty One Dollars (\$153,961). This annual base salary shall be paid to the Superintendent in equal installments consistent with District policy and in accordance with normal District payroll practices. The annual salary shall increase 3% each year of this contract.

3.2 Salary Adjustments. At any time during the term of this Contract, 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 3.1 of this Contract except by mutual agreement of the two parties unless, on the basis of a financial exigency declared by the Board that requires a reduction in personnel, the Board may choose to amend the terms of the contract of the Superintendent. The Superintendent whose contract is amended pursuant to a reduction in personnel may resign without penalty by providing reasonable notice to the Board and may continue employment for that notice period under the prior contract. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 Automobile Allowance.

3.4 Business Expenses. The District shall pay or reimburse the Superintendent for reasonable business expenses incurred by the Superintendent in the continuing performance of his duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for long-distance District-related travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, and rental car expenses incurred in the performance of the business of the District, but shall not include alcohol or entertainment expenses (unless the entertainment expenses are pre-approved by the Board). The Superintendent shall provide a budget to include all anticipated expenses during the yearly budget process to be approved by the Board upon approval of the District's budget. The Superintendent shall comply with all policies, procedures and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors.

3.5 Health Insurance and Other Benefits. The District shall pay the premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

*Keene Independent School District does not discriminate on the basis of race, color, national origin, age, sex, or disability in its employment, practices, activities and programs.*

*El distrito independiente de la escuela de Keene no discrimina en base de la raza, del color, del origen nacional, de la edad, del sexo, o de la inhabilidad en su empleo, prácticas, actividades y programas.*

3.6 Vacation, Holiday and Personal Leave. The Superintendent may take 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 taken 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.

3.7 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 active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators. Any other memberships necessary to maintain and improve the Superintendent's professional skills shall be paid by the District with prior Board approval. The District shall bear the reasonable cost and expense for such attendance and membership.

3.8 Telecommunications. The Superintendent shall maintain a personal account for mobile telephone service, and home Internet access ("Personal Accounts") and shall not open any home account in the name of the District. The Superintendent shall have total responsibility for payment of his Personal Accounts and the District shall have no obligation or responsibility for payment of the Superintendent's Personal Accounts .

3.9 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations, in which the cost for membership in civic organizations and civic affairs will be paid by the District. The Board concludes that such participation will serve a legitimate

*Keene Independent School District does not discriminate on the basis of race, color, national origin, age, sex, or disability in its employment, practices, activities and programs.*

*El distrito independiente de la escuela de Keene no discrimina en base de la raza, del color, del origen nacional, de la edad, del sexo, o de la inhabilidad en su empleo, prácticas, actividades y programas.*

purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. In the event the activity or membership in an organization presents a conflict or interferes with the performance of his duties as Superintendent, the Board will notify the Superintendent in writing.

3.10 Outside Consultant Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District subject to advance Board approval. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

#### 4. OTHER BENEFITS

4.1 Administrative Benefits. The Board shall provide the Superintendent with all the same benefits applicable to twelve-month administrative employees in accordance with Board Policy unless otherwise stated in this Contract, in which case this Contract supersedes such Administrative benefits.

4.2 Personal and Sick Leave. The Superintendent shall have the same sick and personal leave benefits as authorized by Board policy for administrative employees who are employed under twelve-month contracts.

#### 5. EMPLOYMENT PERFORMANCE

5.1 Development of Goals. The Superintendent shall submit to the Board each year, for the board's consideration, revision and adoption, a suggested vision statement and comprehensive goals for the District and the Superintendent. The vision statement and comprehensive goals for the District and the Superintendent shall be approved by the Board and reduced to writing, and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

5.2 Review of Performance. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract, and at such other times as deemed necessary and appropriate by the Board. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description, Board policies, and lawful Board directives, and to the adopted annual District and Superintendent goals outlined in Paragraph 5.1.

5.3 Confidentiality. Unless the Superintendent expressly requests otherwise

*Keene Independent School District does not discriminate on the basis of race, color, national origin, age, sex, or disability in its employment, practices, activities and programs.*

*El distrito independiente de la escuela de Keene no discrimina en base de la raza, del color, del origen nacional, de la edad, del sexo, o de la inhabilidad en su empleo, prácticas, actividades y programas.*

in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.4 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board, with input from the Superintendent, the Board's policies, the goals developed pursuant to Section 5.1 and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. 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. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## 6. TERMINATION OF EMPLOYMENT CONTRACT

6.1 Mutual Agreement. This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

6.2 Non-Renewal of Contract. Renewal or non-renewal of this Contract shall be in accordance with Board policy and applicable state and federal law.

6.3 Death, Retirement. This Contract shall be terminated upon the death or retirement of the Superintendent.

6.4 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. The resignation must be addressed to the Board and filed no later than the forty-fifth (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.

*Keene Independent School District does not discriminate on the basis of race, color, national origin, age, sex, or disability in its employment, practices, activities and programs.*

*El distrito independiente de la escuela de Keene no discrimina en base de la raza, del color, del origen nacional, de la edad, del sexo, o de la inhabilidad en su empleo, prácticas, actividades y programas.*



6.5 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause as determined by the Board. The term "good cause" shall include, but not be limited to, the following:

- (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 from the Board. (The terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent reasonable opportunity to remediate any incompetence or inefficiency.);
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Public drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct the Board determines is 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;
- (m) Assault on an employee or student;

*Keene Independent School District does not discriminate on the basis of race, color, national origin, age, sex, or disability in its employment, practices, activities and programs.*

*El distrito independiente de la escuela de Keene no discrimina en base de la raza, del color, del origen nacional, de la edad, del sexo, o de la inhabilidad en su empleo, prácticas, actividades y programas.*

(n) Knowingly falsifying records or documents related to the District's activities;

(o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;

(p) Failure to maintain superintendent certification; or

(q) Any other reason constituting "good cause" under Texas law.

6.6 Procedure for Good Cause Dismissal. In the event the Board proposes to terminate the Contract for good cause, the Superintendent shall be afforded the rights set forth in the Board's policies and applicable state and federal law.

## 7. MISCELLANEOUS

7.1 Governing Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Johnson County, Texas. Venue for any legal proceeding under this Contract shall be in state district court in Dallas County, Texas, unless a different venue is mandatory under the provisions of the Texas Education Code.

7.2 Complete Agreement. This Contract embodies the entire agreement between the parties, and, except as expressly provided herein, cannot be changed, altered or amended except by written amendment signed by both parties.

7.3 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 the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

7.4 Savings Clause. In the event 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. All existing agreement and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

*Keene Independent School District does not discriminate on the basis of race, color, national origin, age, sex, or disability in its employment, practices, activities and programs.*

*El distrito independiente de la escuela de Keene no discrimina en base de la raza, del color, del origen nacional, de la edad, del sexo, o de la inhabilidad en su empleo, prácticas, actividades y programas.*

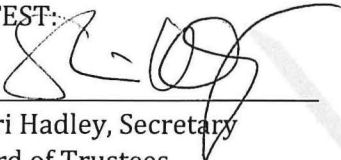
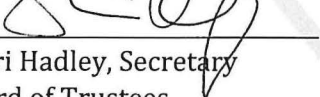
Executed this 11th day of January, 2021.

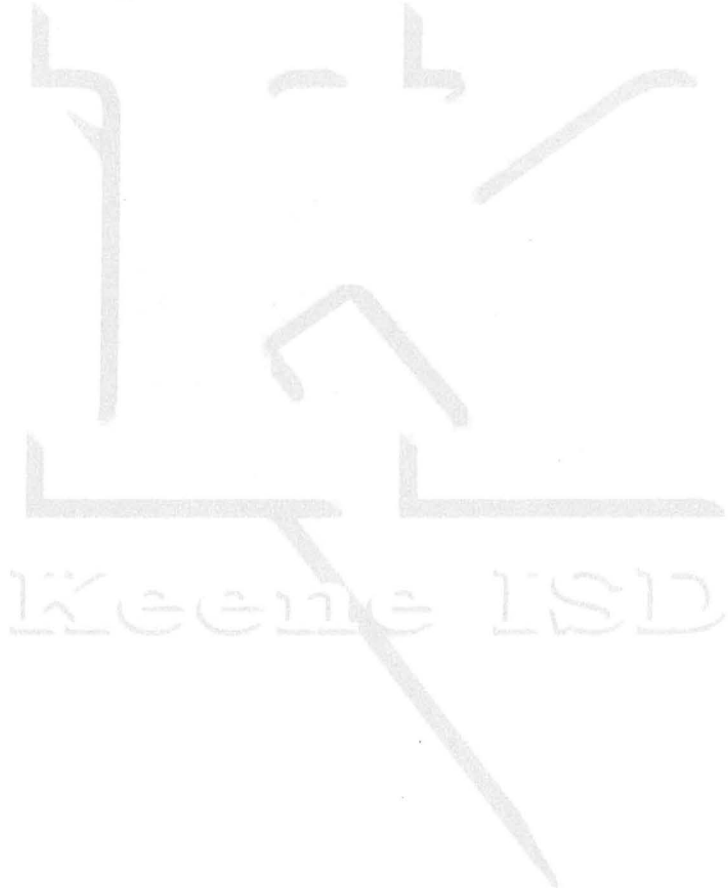
KEENE INDEPENDENT  
SCHOOL DISTRICT

SUPERINTENDENT

By:   
Donnie Beeson, President  
Board of Trustees

  
Richard Stephens  
Superintendent

ATTEST:  
  
By:   
Sheri Hadley, Secretary  
Board of Trustees



*Keene Independent School District does not discriminate on the basis of race, color, national origin, age, sex, or disability in its employment, practices, activities and programs.*  
*El distrito independiente de la escuela de Keene no discrimina en base de la raza, del color, del origen nacional, de la edad, del sexo, o de la inhabilidad en su empleo, prácticas, actividades y programas.*