

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of POTH INDEPENDENT SCHOOL DISTRICT (the "District") and Paula Renken (the "Superintendent").

The Board and the Superintendent, 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, for three (3) years, beginning March 10, 2016, and ending March 10, 2019. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement. The extension of this contract will be considered by the Board at the January meeting of each calendar year.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** The Superintendent represents that she has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **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 (7) calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with her employment application 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.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform her duties as follows:
 - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote her full time and energy to the performance of his duties. The Superintendent shall perform 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.
- 4.3 **Evaluation Format and Procedures:** The evaluation format and procedure shall be selected jointly by the Board and Superintendent in accordance with the provisions of the Board's policies, and state and federal law. In the event the Board and Superintendent deem that the evaluation instrument, format and/or procedures are to be modified by and such modification would require significantly different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
- 4.4 **Reassignment.** The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing.
5. **Compensation.** The District shall pay the Superintendent an annual salary and provide benefits as follows:
- 5.1 **Salary:** The Superintendent shall be paid a salary of ONE HUNDRED TEN THOUSAND DOLLARS AND NO CENTS (\$110,000.00) per year until the end of the Contract period. The annual salary shall be paid to the Superintendent in equal monthly installments of NINE THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND 67/100 CENTS (\$9,166.67) consistent with the Board's policies. At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the Superintendent, with any adjustment being in the form of either a written addendum to this Contract or a new contract. However, in no event shall the Superintendent be paid less than the salary set forth above, except by mutual, written agreement of both the Superintendent and the District.
- 5.2 **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.
- 5.3 **Leave:** The Superintendent is entitled to the same number days of leave as authorized by Board policy for administrative employees on twelve-month contracts, and shall be entitled to the same holidays and breaks as provided for other twelve month administrators in the Board's adopted calendar. The Superintendent shall be subject to the same schedule limitations on discretionary leave as set out in Board policy, except in extenuating circumstances as determined by the Board President. In addition, the Superintendent shall schedule leave

days with prior written approval of the Board President if requested, and at times that will least interfere with the performance of the Superintendent's duties.

- 5.4 **Liability Insurance:** The District's Professional Liability insurance policy provides coverage for the Superintendent as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.
- 5.5 **Health Insurance.** The District shall pay the amount necessary to provide the health and medical insurance for the Superintendent, in accordance with the District's plan. The Superintendent shall be responsible for the premiums and other payments associated with health and medical insurance for the Superintendent's dependents and/or spouse.
- 5.6 **Transportation.** A portion of the salary reflected in paragraph 5.1 is paid in lieu of payment or reimbursement for business travel of the Superintendent to destinations within the District. For travel outside of the District's boundaries, the District shall reimburse the Superintendent as provided in District policy.
- 5.7 **Communications Allowance.** A portion of the salary reflected in paragraph 5.1 is paid in lieu of reimbursement for the Superintendent's expenses incurred related to a mobile telephone and other communications devices or services. Additionally, the Superintendent is authorized to use District equipment such as computer and telephone for a reasonable amount of personal use.
- 6. **Membership Dues.** The Board encourages the Superintendent to become a member of and participate in professional associations and community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District.
 - 6.1 The District shall reimburse the Superintendent for the cost of membership in up to two state or national professional organizations of the Superintendent's choosing, subject to advance Board approval.
 - 6.2 The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates, subject to advance Board approval.
- 7. **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.

8. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code Chapter 21.
9. **General provisions.**
 - 9.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
 - 9.2 **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.
 - 9.3 **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.
 - 9.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.
 - 9.5 **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.
 - 9.6 **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.
10. **Notices.**
 - 10.1 **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.
 - 10.2 **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:

Superintendent: 

Date signed: 3/10/16

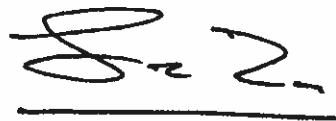
POTH INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

Date signed: 3/22/16

1/18/17 EXTEND 1 YEAR

3/10/17 - 3/10/20





1/17/18 EXTEND 1 YEAR

3/10/18 - 3/10/21

SALARY \$125,000

