

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of REAGAN COUNTY INDEPENDENT SCHOOL DISTRICT (the "District") and STEVE LONG (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 a term of approximately three years and six months, beginning January 2, 2013 and ending June 30, 2017. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Extension.** At any time during the Contract term, the Board may, in its sole discretion, reissue the Contract for an extended term. Failure to reissue the Contract for an extended term shall not constitute renewal of the Contract under Texas Education Code, Chapter 21, or Board Policy.
3. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. The Superintendent agrees to furnish to the Board President a copy of Superintendent's credentials for the position of superintendent within thirty (30) days of this Agreement, or as specified in any addendum hereto. Superintendent's failure to provide the credentials as required herein, or if the Superintendent's certification expires, is canceled, revoked or surrendered, this Contract is void.
4. **Representations.** The Superintendent makes the following representations:
 - 4.1 **Beginning of Contract:** The Superintendent represents that he has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony, any offense involving "moral turpitude," and any other type of offense described in District Policy DH (LOCAL). The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. Superintendent's failure to disclose all arrests, indictments, convictions, pleas of no contest or guilty pleas or other adjudication for any offense as described above, or failure to provide a criminal history acceptable to the Board shall make this Contract *void ab initio*.
 - 4.2 **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 for an offense described in Section 4.1 of this Contract. The Superintendent agrees to provide such notification in writing within three (3)

calendar days of the event or any shorter period specified in Board policy.

- 4.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his/her employment application are true and correct. Any intentionally false statements, misrepresentations, incorrect information or omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be good cause for termination or nonrenewal of this Contract, as applicable.
5. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his/her duties as follows:
- 5.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law 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.
- 5.2 **Standard:** Except as otherwise permitted by law and this Contract, the Superintendent agrees to devote his/her full time and energy to the performance of his/her duties. The Superintendent shall perform his/her duties with reasonable care, skill, and diligence, and shall not engage in any conduct that interferes or conflicts with the Superintendent's responsibilities to the District. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
6. **Compensation.** The District shall pay the Superintendent an annual compensation as follows:
- 6.1 **Salary:** \$123,700.00 per year, to be paid to the Superintendent in twelve (12) equal monthly installments, consistent with the Board's policies.
- 6.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right, at the Board's sole discretion, to amend its policies at any time during the term of this Contract to reduce or increase the benefits set out in such policies that provide benefits to all District employees, including the Superintendent.
- 6.3 **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 6.1 above. Such adjustment, if any, shall be memorialized in writing between the parties with an addendum to this Contract.

6.4 **Other Benefits.**

6.4.1 **Housing Allowance:** The District agrees to provide housing to the Superintendent during the term of this contract for a reduced rental rate of \$600.00 per month. Should Superintendent chose to occupy such housing, the rental amount will be deducted monthly from his salary. Upon Superintendent's separation of employment with the District for any reason, Superintendent shall have thirty (30) days to vacate District's housing, and the premises shall be returned to the District in the same condition as when Superintendent moved in, wear and tear excepted. The District shall provide routine maintenance, but Superintendent shall be liable for the cost of repair to fix any damages to District housing to the extent such damages exceed normal wear and tear.

6.4.2 **Expenses:** The District shall reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of his/her duties under this Contract according to Board Policy. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, 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, and shall comply with all applicable financial accountability rules, as required by state law or promulgated by the Texas Education Agency.

6.4.3 **Vacations, Holidays and Sick Leave:** The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by Board Policy for administrative employees on twelve (12) month contracts, with the days to be in a single period or at different times. 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. The Superintendent shall observe the same legal holidays as provided by Board Policy for administrative employees on twelve (12) month contracts. The Superintendent is hereby granted the same amount of illness leave and benefits as authorized by Board Policy for administrative employees on twelve (12) month contracts.

6.4.4 **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 Superintendent to participate in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as 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. To this end, the Board shall permit a reasonable amount of 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 American Association of School Administrators and the Texas Association of School Administrators. The District shall bear the reasonable cost and expense for such attendance at such seminars, courses and meetings for which the Board has approved.

6.4.5 Civic Activities, etc.: The Superintendent is encouraged to participate in community and civic affairs including Lions Club, chamber of commerce, or other civic clubs or activities as approved by the Board. Superintendent's membership in such civic organizations will promote the District and serve a legitimate public purpose. The reasonable expense of such activities shall be borne by the District.

6.4.6 Health and Medical Insurance: The District shall pay the same premiums for hospitalization, major medical and dental insurance coverage, if applicable, for the Superintendent pursuant to the group health care plan(s) provided by the District for its employees.

6.4.7 Indemnification: To the extent consistent with law, including Texas Civil Practice and 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 proceeding 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" expressly excludes any and all demands, claims, suits, actions, judgments, expenses and attorneys fees where it is determined by the Board 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 legal defense is provided through insurance coverage, 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 reasonable, related expenses, including travel and lodging expenses. The parties' obligations under this Paragraph shall continue after termination of this Contract.

7. **District Goals and Superintendent Evaluation.** By ^{regular board} ~~monthly~~ ^{meeting}, [date] each year, the Superintendent shall submit to the Board a preliminary list of District goals for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. These goals approved by the Board shall be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board shall evaluate, in writing, the Superintendent's performance at least once a year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals. The evaluation format and procedure shall comply with the law and Board Policy. 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. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated. Unless the Superintendent expressly requests otherwise, the Board shall conduct Superintendent's evaluation in closed session. In addition, the Board shall treat the completed evaluation instruments as confidential, to the extent required or permitted by law. However, the Board and Superintendent may share the Superintendent's completed evaluation instrument with their respective legal counsel.
8. **Criticisms, Complaints and Suggestions.** The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or the Superintendent shall investigate such matter(s) within a reasonable time and inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.
9. **Outside Employment.** To the extent permitted by law and Board Policy, 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.

10. **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. The Superintendent agrees to take paid administrative leave if so requested by the Board President, provided the Board President has received evidence that the Superintendent engaged in conduct that would pose an eminent threat of physical harm to a student or employee of the District or provide a basis for "dismissal for good cause" as described in Paragraph 11.5 herein, and has consulted with the District's general legal counsel. Unless otherwise extended by agreement of the parties or action of the Board, such paid administrative leave shall not exceed five (5) District business days.

11. **Separation of Employment.**
 - 11.1 **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, and the Superintendent shall be afforded all the rights to which he is entitled as set forth in the Board's policies and state and federal law.

 - 11.2 **Resignation.** The Superintendent may leave the employ of the District at the end of a school year without penalty by filing a written resignation with the Board of Trustees. 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 year. The Superintendent may resign with the consent of the Board at any other time.

 - 11.3 **Mutual Agreement.** This Contract shall 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.

 - 11.4 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

 - 11.5 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" includes, by way of example, but not limitation, 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; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board

has provided the Superintendent a reasonable opportunity to remediate any incompetency 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) 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;
- (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 fulfill requirements for superintendent certification; or,
- (q) Any other reason constituting "good cause" under Texas law.

12. General provisions.

12.1 **Reassignment:** The Superintendent shall not be subject to reassignment to any other position in the District, without the mutual consent of the Board and the Superintendent.

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 **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.
- 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.
- 12.7 **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.
- 12.8 **Daily Rate:** The Superintendent's daily rate of pay shall be calculated by dividing his salary paid under Section 6.1 herein by 226 working days.
- 12.9 **Board Meetings.** The Superintendent shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the deliberation of Superintendent's performance of his duties, or consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal, or when Superintendent's pecuniary interest or the pecuniary interest of any member of the Superintendent's family is adverse to the District, or when exclusion of the Superintendent is necessary for the District to preserve the attorney-client privilege.

14. **Notices.**

- 14.1 **To Superintendent:** The Superintendent agrees to keep a current address and phone number 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, electronic mail to the Superintendent's school-provided email account, by certified mail or regular mail,

and/or express delivery service to the Superintendent's address of record.

- 14.2 **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: Steve Long
Steve Long

Date signed: 12/20/12

Reagan County Independent School District
By: Mark Noland, President
Mark Noland, President, Board of Trustees

Date signed: 12/20/12

2014 Extension Addendum to Superintendent's Contract

The Board of Trustees (the "Board") of REAGAN COUNTY INDEPENDENT SCHOOL DISTRICT and STEVE LONG (the "Superintendent") agree to extend and amend the Superintendent's Contract (the "Contract") entered into between the Board and the Superintendent on January 2, 2013, as follows:

1. Paragraph 1 of the Contract is changed to extend the ending date of employment under the Contract to June 30, 2018.
2. Paragraph 6.1 of the Contract is changed to provide for a salary of One Hundred Thirty Thousand Dollars and 00/100 Dollars (\$130,000.00) per year.


The Board and the Superintendent agree that there have been no oral modifications to the Superintendent's Contract, and that the modifications stated herein shall be effective June 10, 2014. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

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

Superintendent: 
Steve Long

Date signed: 6-11-2014

Reagan County Independent School District

By: 
Mark Noland, President, Board of Trustees

Date signed: 6-11-14

2016 Extension Addendum to Superintendent's Contract

The Board of Trustees (the "Board") of REAGAN COUNTY INDEPENDENT SCHOOL DISTRICT and STEVE LONG (the "Superintendent") agree to extend and amend the Superintendent's Contract (the "Contract") entered into between the Board and the Superintendent on January 2, 2013, as follows:

1. Paragraph 1 of the Contract is changed to extend the ending date of employment under the Contract to June 30, 2020.
2. Paragraph 6.1 of the Contract is changed to provide for a salary of One Hundred Thirty-Three Thousand Nine Hundred Dollars and 00/100 Dollars (\$133,900.00) per year.

The Board and the Superintendent agree that there have been no oral modifications to the Superintendent's Contract, and that the modifications stated herein shall be effective April 11, 2016. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

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

Superintendent: Steve Long

Steve Long

Date signed: 4-14-2016

Reagan County Independent School District

By: Mark Noland

Mark Noland, President, Board of Trustees

Date signed: 4/14/16