

EMPLOYMENT CONTRACT

THE STATE OF TEXAS §

COUNTY OF BAILEY §

This agreement is made and entered into by and between the Board of Trustees (the Board) of the **MULESHOE INDEPENDENT SCHOOL DISTRICT** (the District), and **R.L. Richards** (the Superintendent).

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to §23.28 of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as superintendent of schools for the District for a term of five (5) years, commencing on July 1, 2019, and ending on June 30, 2024. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this agreement as permitted by state law.
2. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.
3. The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description in policies and as may be assigned by the Board from time to time, and shall comply with all board directives, state and federal law, district policies, rules and regulations as they exist or may hereafter be adopted or amended, all of which are hereby made a part of this contract.
4. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor and attention, to performing his duties.
5. The District makes no requirement as to a medical examination of Superintendent, but, as a part of his compensation, if the Superintendent chooses to have a comprehensive medical examination, for his own health and information, without providing the results to the District, the District will pay the reasonable and necessary expenses thereof, for one such examination a year. The Superintendent will be granted to depart school at 3:30 p.m. two days a week for physical exercise.
6. This agreement is conditioned on the Superintendent's providing the necessary certification and experience records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this agreement void. Any misrepresentation shall be grounds for dismissal.
7. The Superintendent cannot be reassigned from the position of Superintendent to any other position without the Superintendent's consent.
8. The District shall provide the Superintendent with an annual salary in the sum of \$151,000.00. This annual salary shall be paid to the Superintendent in installments consistent with the Board's policies. At anytime 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 this paragraph.
9. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this agreement. The evaluation format and procedures shall be in accordance with the Board's policies and state and federal law.
10. Renewal or non-renewal shall be in accordance with board policy and applicable law.
11. This agreement 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. After the Superintendent has

returned the signed contract, the Superintendent will not be released from this agreement without the written consent of the Board.

12. This agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
13. The Board may dismiss the Superintendent at anytime for breach of this contract or for good cause.
14. In the event that the Board terminates this agreement for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.
15. The District shall pay or reimburse the Superintendent for reasonable and necessary 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 car, and other expenses reasonably and necessarily incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
16. Superintendent is encouraged to attend appropriate professional meetings at the local, state, and national levels. As approved from time to time by the Board or in accordance with its general policies, reasonable costs of attendance will be paid by the Board but only for those meetings determined by the Board to be in the best interest of the District. The District agrees to pay Superintendent's membership fees in two (2) civic organization mutually agreeable by District and Superintendent and two (2) professional organizations mutually agreeable by District and Superintendent.
17. The district shall pay the insurance premiums for medical, prescription, dental, and vision insurance coverage pursuant to the health care plan provided through the New Mexico Retiree Health Care Authority Plan. The District will also provide \$200 per month of the Superintendent's part of TRS.
18. The District shall provide the Superintendent with a \$7,200.00 annual vehicle allowance to purchase the vehicle of his choice. Said vehicle may be used for both district and personal business. The district will reimburse the superintendent for any out-of-district travel in the amount approved for the use of a private vehicle for all employees. The Superintendent shall be responsible for all maintenance to his personal vehicle and shall be responsible for vehicle liability insurance.
19. The District shall provide the Superintendent with a cell phone for business and incidental personal use.
20. The Board and Superintendent have agreed to a deferred compensation agreement as provided in a supplemental document titled "Deferred Compensation Agreement".
21. Criticisms, complaints and suggestions. The board individually and collectively shall refer all criticisms, complaints and suggestions called to its attention to the superintendent for study and recommendation.
22. 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.
23. In its encouragement of the Superintendent to grow professionally, the District shall permit a reasonable amount of release time for the Superintendent, as the Board deems appropriate, to attend seminars, courses, or meetings as approved by the Board. Reasonable Expenses of such professional growth activities shall be borne by the Superintendent.

24. In the event the Superintendent (i) is unable to perform Superintendent's duties under this contract due to a complete disability, or (ii) is unable due to disability to perform each and every duty and obligation expected or required of Superintendent hereunder as a full time employee of the Board, or (iii) is at various times completely disabled and at other times partially disabled as provided above, the Board shall have, in its sole discretion, the options provided in this paragraph 23. Prior to the Board's being able to exercise its options hereunder, the complete disability, partial disability, or combination thereof shall continue for a period exceeding sixty (60) days beyond any leave or vacation days available under board policies to offset a period of disability. In the event of the complete disability, partial disability, or combination thereof, as provided above, the Board shall have the option, in its sole discretion, of either terminating the employment of Superintendent or of reducing Superintendent's salary and duties to a level commensurate with Superintendent's remaining abilities, if any.

The parties hereto agree that, insofar as this contract is concerned, the period of disability shall be deemed to have started as of the first day of disability or inability irrespective of when it is finally determined that disability for purposes hereof exist.

Any complete disability, partial disability, or combination thereof which should occur within any twelve-month period shall be treated, for the purpose of these provisions, as though it was a continuing disability rather than a new disability.

This paragraph shall not be construed to require the Board to pay any salary to Superintendent beyond the accumulated sick or disability leave days and vacation days or other leave days of Superintendent which may be used by Superintendent during any disability. After such leave days are exhausted, the Board shall not be obligated to make any payment of salary to Superintendent in the case of complete disability. In the case of partial disability, the Board shall have the right to reduce Superintendent's salary in its sole discretion to a level commensurate with the remaining abilities of Superintendent.

For the purpose of this paragraph 23, the term "disability" shall mean the inability due to ill health, physical or mental disability, or for other physical or mental causes beyond Superintendent's control, to carry out each and every of the usual and customary duties required or expected to be performed hereunder by Superintendent. In the event any dispute shall arise as to where the Superintendent is disabled, whether complete or partial, such question shall be resolved by a board of arbitration to consist of one physician representative named by each of the parties, and a third physician member to be appointed by the two representative so named. The majority vote of the board of arbitration shall be binding upon the parties.

25. The agreement shall be governed by the laws of the State of Texas.

26. This contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

27. 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 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 unless amended in writing pursuant to the terms of this agreement.

EXECUTED this 14TH day of January, 2019.

Muleshoe Independent School District

By: 
President, Board of Trustees

ATTEST: 
Secretary, Board of Trustees


R.L. Richards, Superintendent