

STATE OF TEXAS §
 §
COUNTY OF BANDERA §

SUPERINTENDENT’S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the “Board”) of the Bandera Independent School District (the “District”) and Kevin L. Dyes, Ed.D. (the “Superintendent”).

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this contract do hereby agree, as follows:

1. The Board agrees to employ the Superintendent on a three (3) year term, beginning July 1, 2009 and ending June 30, 2012.
2. This Agreement is conditioned on the Superintendent’s satisfactorily providing the necessary certification and experience records, and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.
4. The Superintendent agrees to devote his or her time, skill, labor, and attention to performing his or her duties, but 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.
5. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the sum of \$107,004. This annual salary rate shall be paid to the

Superintendent in monthly installments of \$8,917.00. consistent with the Board's policies.

- (b) At any time 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 Section 5(a) of this Agreement.
- (c) *Expenses:* The District shall pay or reimburse the Superintendent for reasonable 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 hotels and accommodations, meals, and other expenses incurred in the performance of the business of the District except for travel within 100 miles of the District. Except as provided in paragraph 5(e) below, the Superintendent shall not receive reimbursement for gasoline, mileage or rental cars for travel within 100 miles of the District. **The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy.**
- (d) *Cellular Telephone Allowance:* The District shall provide the Superintendent with a cellular telephone allowance of FIFTY DOLLARS AND NO/CENTS (\$50.00) per month.
- (e) *Automobile:* In light of the unique nature of the professional duties of the Superintendent of Schools, the District shall provide the Superintendent with an automobile allowance of SIX HUNDRED DOLLARS AND/NO CENTS (\$600.00) per month for travel and expenses within 100 miles of the school district.
- (f) *Insurance:* The District shall pay the full amount of TRS Active Care Plan 3 per month for insurance premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent and his immediate family for a total of \$15,172.80.
- (g) *Moving Expenses:* As a condition of this Agreement, the Superintendent shall reside within the Bandera school district boundaries. In connection with the necessary relocation of the Superintendent to the District, the District shall pay the Superintendent's moving expenses up to TWO THOUSAND DOLLARS (\$2,000.00), based on actual receipts. In the event the Superintendent leaves employment with the District within the

contract period (3 years), the Superintendent shall reimburse the District for these moving expenses proportionately based on the percentage of the three years that he remains employed in Bandera ISD.

- (h) *Vacations, Holidays, Sick Leave.* 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 12-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 12-month contracts. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on 12-month contracts.

- (i) *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 membership in professional organizations and the Superintendent's reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board. Reasonable expenses of such professional growth activities, including dues for two (2) professional organizations, shall be borne by the District to a maximum of Five Hundred Dollars (\$500) each District fiscal year.

- 6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

- 7. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law. A copy of each evaluation of the Superintendent and any other memos from the Board to the Superintendent shall be maintained by the Superintendent for the Board of Trustees in a confidential file in the Central Office.

8. *Professional liability.* The District's School Board Legal Liability 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 Agreement. The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, 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.
9. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.
10. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
11. A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
12. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
13. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
14. At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.
15. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing written resignation with the Board. 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 school year. The Superintendent may resign, with the consent of the Board, at any other time.

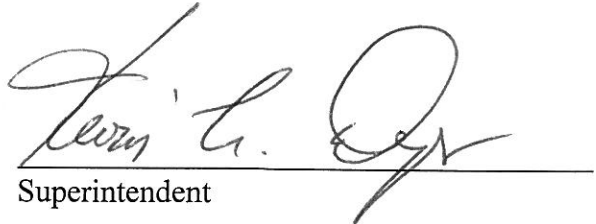
16. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
17. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement 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 superceded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.
18. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the 30th day of January, 2009.

Signed this 22 day of January ~~30~~²⁰⁰⁹, 2008.

Signed this 14th day of January ~~30~~^{KAD}, 2009.



President, Board of Trustees
Bandera Independent School District



Superintendent



Acting Member, Board of Trustees
Bandera Independent School District