

The Whitharral Independent School District
Employment Contract

STATE OF TEXAS §

COUNTY OF HOCKLEY §

SUPERINTENDENT’S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the “Board”) of the Whitharral Independent School District (the “District”) and Ed Sharp (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 twelve-month basis for years, beginning August 1, 2018 and ending July 31, 2020.
2. This Agreement is conditioned on the Superintendent’s satisfactorily providing the necessary certification and experience records, medical 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 ninety six thousand seven hundred dollars (\$96,700). This annual salary rate shall be paid to the Superintendent in installments, 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 Section 5(a) of this Agreement.
 - c. 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, but are not limited to, gasoline, hotels and accommodations, meals, rental cars, 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.
 - d. The District shall provide the Superintendent with an automobile allowance of \$350 per month. In addition to the allowance provided, the District shall provide the Superintendent with a gasoline credit card for use in performing the Superintendent's duties as Superintendent, with the charges on said cards to be paid by the District.
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 the Agreement. The evaluation format and procedure shall comply with Board policy and state law.

8. The Board may dismiss the Superintendent at any time for good cause in accordance with the Texas Education Code Sections 21.211, 21.212(d), and Board policy.
9. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
10. 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.
11. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
12. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
13. 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.
14. The Superintendent may leave 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 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.
15. 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.
16. 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 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 supersede 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.

Signed this 19th day of February, 2018

Signed this 19th day of February, 2018

President, Board of Trustees

Superintendent

Signed this 19th day of February, 2018

Secretary, Board of Trustees