

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 Levelland Independent School District (the "District") and Jeffrey L. Northern (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, beginning July 1, 2017, for a three and one-half year period ending June 30, 2020. The Board and the Superintendent ("Parties") may extend the term of this Contract by agreement.
2. This Agreement is conditioned on the Superintendent's satisfactorily providing and maintaining the necessary current and valid 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, including but not limited to Texas Education Code §11.201, 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 time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, in accordance with Texas Education Code §11.201(e), undertake consulting work, speaking engagements, writing, teaching, 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 a salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the sum of One Hundred Thirty Five Thousand Nine Hundred

Fifty Nine Dollars and forty seven cents (\$135,959.47). This annual rate shall be paid to the Superintendent monthly.

- (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) Other Benefits.
 - i. *Vacation.* The Superintendent may take, at the Superintendent's choice, 15 school days of vacation per year during the term of this Agreement. 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.
 - ii. *District Credit Card.* The District shall provide the Superintendent with a District credit card for use in performing the Superintendent's District-related duties as Superintendent. All such charges shall be documented with a receipt and documented monthly to the Board.
 - iii. *Sick Leave.* The Superintendent shall be granted the same number of illness benefits and sick leave as authorized by Board policies for administrative employees on twelve-month contracts.
 - iv. *Civic Activities, etc.* The Superintendent is encouraged to participate in community and civic affairs including the chamber of commerce, civic clubs (e.g., Rotary Club), etc. The reasonable expense of such activities shall be borne by the District up to a maximum of \$1,000.00
 - v. *Professional Growth.* 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 District. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, as well as other memberships, previously approved by the Board, necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.
 - vi. *Cell Phone.* The Superintendent shall receive the same cell phone benefit as authorized by Board policies for administrative employees on twelve-month contracts.

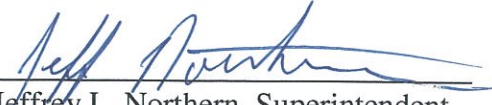
- vii. *Moving and Relocation Expense.* In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent's family and belongings. The Superintendent shall document all expenses with receipts, cancelled checks, or credit card statements, and the District shall reimburse the Superintendent for all such documented expenses, provided, however, that the District shall not pay reimbursement expenses in excess of the aggregate amount of Five Thousand dollars (\$5,000) without further approval by the Board.
 - viii. *Automobile.* The District shall provide the Superintendent with an automobile allowance of Five Hundred and NO/100 per month (\$500.00/month) to defray the cost of fuel and wear-and-tear to the Superintendent's personal vehicle in its use for accomplishing District business.
 - ix. *Annuity.* The District shall make annual contributions of \$3,000.00 in July of each year under this Contract to a qualified, tax deferred annuity ("Annuity") based on the recommendation of the Superintendent for the benefit of the Superintendent. The Annuity is and shall be fully and immediately vested in the Superintendent and is freely transferable by the Superintendent in the event the Superintendent is not longer employed 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 this 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 Texas Education Code Sections 21.211, 21.212(d), and Board policy.
 9. This Agreement shall be terminated upon the death of the Superintendent.
 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. 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 non-renewal under Board policy.
13. The Superintendent may leave the 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.
14. 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.
15. Should the Superintendent be unable to perform any or all of the duties of his position by reason of illness, accident, etc., following exhaustion of all accrued sick leave and vacation, the Superintendent shall be placed on unpaid leave from the District upon determination of a disability as herein provided. The determination of disability shall be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Board may obtain a second opinion from another licensed physician. The Board may base its determination on either physician's report. The costs of the examinations provided for herein shall be paid by the District. In the event the Board determines that a disability exists, the Board may terminate this contract.
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 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 superseded 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.
17. Any notice required or permitted to be delivered herein shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to either party, as the case may be, at the last known address of the parties as contained in the District's records.
18. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the 5th day of February, 2017.

Signed this 12th day of JAN., 2017



F. E. Shaheen, President, Board of Trustees
Levelland Independent School District



Jeffrey L. Northern, Superintendent
Levelland Independent School Dist