

Superintendent Contract

This Contract is entered into between the Board of Trustees (the "Board") of Kopperl INDEPENDENT SCHOOL DISTRICT (the "District") and Kenneth Bateman (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, less than half time beginning July 1, 2013 through June 30, 2016. The Board and the Superintendent ("Parties") may extend the term of this Contract by agreement.
 2. **Representations, Certification, and Credentials.** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. The Superintendent shall provide the Board, throughout the life of this contract, with a valid and appropriate certificate to act as superintendent in the State of Texas. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void. The Superintendent also agrees to notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, before or during the term of this contract.
 3. **Duties.** The Superintendent agrees to perform the duties of superintendent for the duration of this agreement. The Superintendent agrees to devote forty nine percent of his time, skill, labor, and attention to his duties as superintendent during the term of this Contract.
 4. **Outside Employment:** The Superintendent may, with advance approval of the Board, undertake consulting work, speaking engagements, writing, lecturing, or other outside professional duties and obligations.
 5. **Compensation.** The Board agrees to pay the Superintendent a salary in the amount of \$40,052 per year, prorated in accordance with the actual period of time the Superintendent provides services under this Contract.
 6. **Benefits:** The Board shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
 - 6.1. **Vacation, Holidays, and Leave:** The Superintendent shall receive five days of annual vacation, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract. The Superintendent shall schedule vacation days with the President of the Board. The Superintendent shall also receive all sick leave, holidays, and breaks observed by the District for administrators on 12-month contracts, for the period of time the Superintendent provides services under this Contract.
 7. **Termination or Suspension.** The Board may suspend the Superintendent's employment, with or without pay, or terminate this Contract for good cause as determined by the Board. In the event of termination or suspension without pay, the Superintendent will be provided with an opportunity for hearing that comports with due process requirements.
 8. **General provisions.**
 - 8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
 - 8.2 **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.
 - 8.3 **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, and any addenda, constitutes the entire agreement between the Parties.
 - 8.4 **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
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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.


8.5 **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.

9. **Notices.**

9.1 **To the Superintendent:** The Superintendent agrees to keep a current address 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 Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivering the notice to the Superintendent or by sending the notice by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

9.2 **To the Board:** The Board agrees that the Superintendent may meet any legal obligation he or she has 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: 

Date signed: 03/25/2013

Kopperl Independent School District

By: 

President, Board of Trustees

Date signed: February 14, 2013
