

STATE OF TEXAS §
 §
COUNTY OF LAMB

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Olton Independent School District (the "District") and Kevin McCasland (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 three (3) years, beginning July 1, 2023 and ending June 30, 2026.
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 lawful 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. All outside employment must be in accordance with Texas Education Code Section 11.201(e).
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 One Hundred Eighteen Thousand Four Hundred and Fifty and NO/100 dollars (\$118,450). This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.
 - (b) As additional compensation for performing the duties of Superintendent and to encourage continuity of leadership, the District shall pay the Superintendent, as additional compensation for longevity, an additional Three Thousand and NO/100

dollars (\$3,000.00). This supplemental compensation shall be paid out in equal installments over a 12-month period, consistent with the Board's policies, beginning July 1, 2023. This supplemental compensation shall be treated as additional compensation paid for longevity as described in the Title 34 Texas Administrative Code Section 25.21(c)(3) and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS. This supplemental compensation shall not be repeated in future years without specific Board action.

(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. *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, but are not limited to, 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.
- ii. *Automobile.* The District shall provide the Superintendent with a late model, full-sized automobile for the Superintendent's personal and business use. The District shall pay the cost of maintaining the automobile in a good working condition. The District shall fully pay or reimburse the Superintendent for expenses, including the cost of fuel, incurred in the maintenance and ordinary use of the automobile. The Superintendent will be responsible for the cost of fuel for personal trips longer than 300 miles round trip.
- iii. *Housing:* The District will furnish a house at 715 4th Street, Olton, Texas, at no charge for the Superintendent and will pay all utilities for the house. The Superintendent will be responsible for the normal maintenance and upkeep of the house and yard, and any expenses related to such upkeep. The District will pay the cost of regular and normal repairs to the house.
- iv. *Cellular Phone Allowance.* The Board recognizes that the Superintendent's personal cellular telephone will be used for District-related purposes. Therefore, the District shall provide the Superintendent with a cellular telephone allowance in the amount of Fifty Dollars (\$50) per month in order to defray the cost of such use.
- v. *Technology Allowance.* The Board recognizes that the Superintendent's personal technology resources will also be used for District-related purposes. Therefore, the District shall provide the Superintendent with a technology allowance, in addition to the cellular telephone allowance, in the amount of Fifty Dollars (\$50) per month, in order to defray the cost of such use.

- vi. *Vacation.* The Superintendent may take, at the Superintendent's choice, subject to the Board's notification, the same number of days of vacation and personal leave authorized by the policies adopted by the Board for administrative employees on twelve-month contracts. 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. Accrued but unused vacation days, up to a maximum of 5 days annually, shall accumulate and carry forward from year to year during the term of this contract.
 - vii. *Insurance.* The District shall pay at least the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District as it does for all other administrative employees.
 - viii. *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 state and regional membership in professional organizations, to include but not limited to, the Texas Association of School Administrators (TASA) and the Texas Association of Community Schools (TACS), and through his 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 organization membership and professional growth activities shall be borne by the District.
 - ix. *Civic Activities.* The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District will be borne by the District, subject to Board approval.
- 6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
 - 7. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.
 - 8. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the

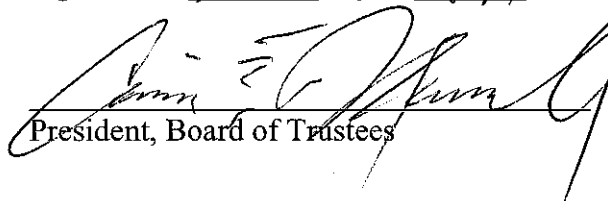
Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

9. The Board may dismiss the Superintendent during the term of the Contract for good cause as defined by federal and state law and in local District policy.
10. This Agreement shall be terminated upon the retirement or death of the Superintendent.
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. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than 90 days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.
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 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.
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. The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, concerns about the Superintendent's performance, or the Superintendent's evaluation, or when the Board is acting in its capacity as a tribunal.
18. 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

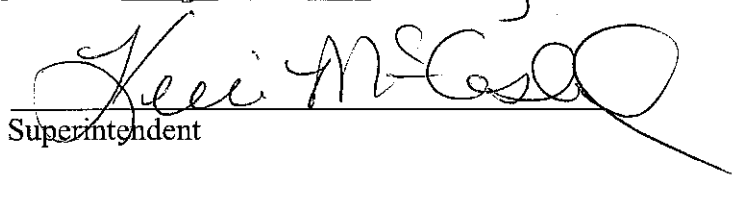
Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

19. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the 18th day of May, 2023.

Signed this 25th day of Jan, 2023


President, Board of Trustees

Signed this 25 day of January 2023


Superintendent