

**State of Texas
County of Pecos**

**SUPERINTENDENT OF SCHOOLS
MULTIPLE YEAR EMPLOYMENT TERM CONTRACT**

This Contract is by and between the **Board of Trustees of the Iraan-Sheffield Independent School District** (the "District"), a body politic and corporate, of Pecos County, Texas (the "Board") and **Kevin Allen** (the "Superintendent"). This Contract is entered into and executed pursuant to the authority of Texas Education Code Section 11.151, Texas Education Code Chapter 21, and the general laws of the State of Texas.

I. Term of Employment

The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District on a **12-month basis for a term of three (3) years**, commencing on **February 1, 2014** and ending on **January 31, 2017**, calculated on 226 days annually. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

II. Certification

This Contract is conditioned on the Superintendent's holding and maintaining at all times during the term of the Contract, and any renewal or extension thereof, a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law or local Board policy. Any misrepresentations as to certification or qualifications shall be grounds for dismissal for cause.

III. Duties

A. Chief Administrator. The Superintendent shall be the chief administrative officer of the District. The Superintendent shall comply with lawful Board directives, state and federal law, District policies, rules and regulations as they exist or may hereafter be amended. The Superintendent shall perform the duties of the Superintendent of Schools faithfully and satisfactorily, using reasonable care, diligence, skill, and expertise, as well as any additional duties as the Board from time to time may lawfully designate. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

Specifically, it shall be the duty of the Superintendent to:

- 1) Recommend for employment all professional employees of the District subject to the Board's approval.

- 2) Hire and/or terminate all non-professional personnel consistent with the Board's policies.
 - 3) Direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law.
 - 4) Organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law.
 - 5) Accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board.
- B. Outside Activities. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, teaching, speaking engagements, writing, lecturing, and other duties and obligations, provided that they do not conflict or interfere with the Superintendent's professional responsibilities to the District. Both parties agree that the pursuit of a doctorate, advanced degree or accreditation shall in no way interfere with or infringe upon the Superintendent's ability to carry out the duties and responsibilities outlined in this agreement.
- C. Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- D. Board Meetings. 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, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal (e.g., during a grievance proceeding). In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.
- E. Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either:
- (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District