

## Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of WICHITA FALLS INDEPENDENT SCHOOL DISTRICT (the "District") and MICHAEL S. KHURT (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 on a twelve-month basis per school year, beginning August 21, 2015 and ending June 30, 2019. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
  - 3.1 **Beginning of Contract:** The Superintendent represents that, with the exception of routine traffic citations, he has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
  - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, other than routine traffic citations. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
  - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his duties as follows:
  - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign

additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.3 **Board Meetings:** The Superintendent shall attend all open meetings of the Board, and shall also attend all closed meetings of the Board, unless the board decides to exclude the Superintendent. If the Superintendent is ill or has obtained the approval of the Board President to be absent from a Board meeting, the Superintendent's designee shall attend the meeting in place of the Superintendent. The Superintendent shall be an *ex officio* member of all subcommittees of the Board created by the Board.
- 4.4 **Outside Employment:** The Superintendent 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. For any such outside employment, the Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.
- 4.5 **Referral of Complaints.** 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 employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.
- 4.6 **Development of Goals.** The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. 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.

4.7 **Time and Basis of Superintendent's Evaluation.** Beginning with the 2015-2016 school year and each year thereafter, the Board shall evaluate, in writing, the performance of the Superintendent. The evaluation shall be conducted in accordance with State law and Board policy. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed session and shall remain confidential as required or permitted by law. However, the Board and Superintendent may share the Superintendent's evaluation with their respective legal counsel.

5. **Compensation.** The District shall pay the Superintendent an annual salary and provide benefits as follows:

5.1 **Salary:** The Superintendent shall be paid a salary of TWO HUNDRED TWO THOUSAND DOLLARS AND NO/CENTS (\$202,000.00) per year until the end of the contract period. At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the Superintendent, with any adjustment being in the form of either a written addendum to this Contract or a new contract. However, in no event shall the Superintendent be paid less than the salary set forth above, except by mutual, written agreement of both the Superintendent and the District.

5.1.1 **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

5.1.2 **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

5.2 **Benefits:** The District 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.

5.3 **Leave:** The Superintendent is entitled to the same number days of leave as authorized by Board policy for administrative employees on twelve month contracts, and shall be entitled to the same holidays and breaks as provided for other twelve month administrators in the Board's adopted calendar. Discretionary leave shall be taken at such time as will least interfere with the performance of the Superintendent's duties as set forth in this Contract.

- 5.4 **Health Insurance.** The District shall provide medical insurance to the Superintendent to the same extent it is provided to other employees and in accordance with the District's plan.
- 5.5 **Transportation Allowance.** The District shall provide the Superintendent with an automobile allowance in the amount of SIX HUNDRED DOLLARS (\$600.00) per month, which is in lieu of mileage expense reimbursement, gasoline, insurance or other charges associated with the use of his personal automobile in the travel and performance of business within the District. For travel outside of the District's boundaries, the District shall reimburse the Superintendent as provided in District policy.
- 5.6 **Vacation.** The Superintendent shall be entitled to fifteen (15) vacation days per year. These vacation days are in addition to leave available as described in Section 5.3 of this Contract. Vacation days shall be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. Upon the Superintendent's resignation from employment, the District shall pay the Superintendent accumulated vacation days (up to a maximum of 45 days) in a lump sum to the Superintendent or his survivors at the Superintendent's then current daily rate of pay with the daily rate being calculated on a 240 day work year.
- 5.7 **Retention Bonus.** The District desires to promote and encourage the Superintendent to remain an employee of the District on a long-term basis. Accordingly, the District shall fund an encumbered retention bonus account in the general fund.

On or before June 30, 2016, the District shall designate and set aside TWENTY THOUSAND DOLLARS AND NO/CENTS (\$20,000.00) for the benefit of the Superintendent. Provided the Superintendent is employed by the District at that time, on or before June 30<sup>th</sup> of each subsequent year of this contract through (and including) June 30, 2019, the District shall designate and set aside the following: June 30, 2017, TWENTY FIVE THOUSAND AND NO/CENTS (\$25,000.00), June 30, 2018, THIRTY THOUSAND AND NO/CENTS (\$30,000.00), June 30, 2019, THIRTY FIVE THOUSAND AND NO CENTS (\$35,000.00) for the Superintendent's benefit.

The Retention Bonus shall become the property of the Superintendent only if the Superintendent remains continuously employed by the District through June, 30, 2019. In that event, the Retention Bonus account established by the District shall immediately and automatically vest in the Superintendent on July 1, 2019, and shall become the property of the Superintendent. The Superintendent shall not be entitled to receive any of the funds in the account if he leaves the employment of the District for any reason prior to June 30, 2019. Once vested, the account shall be freely transferable to the Superintendent subject to any amendments thereto. Any changes in the terms of the Plan require the express written consent of the respective parties.

- 5.8 **Deferred Compensation.** The District desires to promote and encourage the Superintendent to remain an employee of the District. Accordingly, the District shall make contributions of TEN THOUSAND DOLLARS AND NO/CENTS (\$10,000.00) per year to a qualified deferred compensation account of the Board's choice (based on the recommendation of the Superintendent) for the benefit of the Superintendent. This plan shall be the sole property of the Superintendent and he shall become vested in the deferred compensation account and have full ownership of the account upon establishment of same. The first contribution will be made by the District on or before June 30, 2016. Thereafter, on or before June 30<sup>th</sup> of each subsequent year of this contract and provided the Superintendent is employed by the District at that time, the District shall contribute an additional TEN THOUSAND DOLLARS AND NO/CENTS (\$10,000.00) in the account.
6. **Membership Dues.** The Board encourages the Superintendent to become a member of and participate in professional associations and 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 District shall reimburse the Superintendent for membership fees in up to three (3) professional associations of the Superintendent's choice. The Superintendent understands that no reimbursement of any kind for membership in such local professional associations and community and civic affairs shall be made unless he first receives advance approval from the Board President and complies with all procedures and documentation requirements for reimbursement in accordance with Board policies.
7. **Reassignment.** The Board may not reassign the Superintendent from the position of Superintendent to another position within the district without the Superintendent's express written consent.
8. **Suspension.** In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent for good cause, as determined by the Board under and pursuant to applicable Texas law, without pay for a period not to extend beyond the end of the school year.
9. **Termination, Nonrenewal and Resignation of Contract.**
- 9.1 **Mutual Agreement.** This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.
- 9.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.
- 9.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:
- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;

- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; or,
- (q) Any other reason constituting "good cause" under Texas law.

- 9.4 **Termination Procedure.** In the event that the Board terminates this Contract for “good cause,” the Superintendent shall be afforded all the rights as set forth in the Board’s policies and state and federal law.
- 9.5 **Resignation of Superintendent.** 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 year. The Superintendent may resign with the consent of the Board at any other time.
- 9.6 **Nonrenewal of Superintendent.** Nonrenewal of this contract will be pursuant to Chapter 21 of the Texas Education Code.

10. **General Provisions.**

- 10.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 10.2 **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.
- 10.3 **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 constitutes the entire agreement between the Parties.
- 10.4 **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 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.
- 10.5 **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.
- 10.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.


11. **Notices.**

- 11.1 **To 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 the Superintendent written notice regarding this Contract or the Superintendent’s employment by hand-delivery, or by

certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

11.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation 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:**

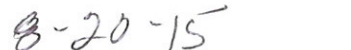
  
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Michael S. Kuhrt  
Superintendent of Schools  
Wichita Falls Independent School District

  
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Date Signed

By:   
\_\_\_\_\_  
Trey Spalla  
President, Board of Trustees

  
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Date Signed

By:   
\_\_\_\_\_  
Bob Payton  
Secretary, Board of Trustees

  
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Date Signed