

SUPERINTENDENT EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

This Agreement is made and entered into by and between THE BOARD OF TRUSTEES (the "Board") of the FREDERICKSBURG INDEPENDENT SCHOOL DISTRICT (the "District") and DR. MARC L. WILLIAMSON (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, as amended, have agreed and do hereby agree, as follows:

1. TERM

1.1. Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as the Superintendent of Schools for the District for a term commencing on January 12, 1998 and ending on July 30, 2001. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this agreement as permitted by state law and Board policy.

1.2. No Right to Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of

continued employment, or claim of entitlement is created beyond the contract term.

2. EMPLOYMENT

2.1. Duties. The Superintendent shall faithfully perform the duties as defined by Board Policy of the Superintendent of schools for the District as prescribed in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be adopted or amended.

The Superintendent shall perform the duties of the Superintendent of schools for the District with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties.

The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement certifying that he is physically able to perform his duties. This statement shall be filed with the president of the Board and maintained in the Superintendent's personnel file.

The Superintendent is encouraged to participate in community and civic affairs in accordance with the Board's policies.

2.2. Professional Certification and Records. This Agreement is conditioned on Superintendent providing at the time of the execution of this Agreement and throughout the term of this Agreement the necessary certification and experience

records, medical records, oath of office, and other records required for personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any misrepresentation may be grounds for dismissal.

3. COMPENSATION

3.1. Salary. The District shall pay the Superintendent an annual salary in the sum of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS, which shall be paid to the Superintendent in installments consistent with the Board's policies. For that portion of the contract term that is not a full year, the monthly salary will be prorated accordingly based on an annual salary of \$75,000.00.

3.2. Salary Adjustments. 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 3.1 of this Agreement, unless there is written agreement by the Board and Superintendent.

3.3. Moving and Relocation Expenses. In connection with the necessary relocation of Superintendent and the Superintendent's family to the District, the District shall reimburse the Superintendent for necessary and reasonable expenses in moving the Superintendent, his 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 \$4,000.00.

3.4. Automobile Allowance. The District shall provide the Superintendent with an automobile allowance in the sum of \$350.00 per month.

3.5. Insurance. The District shall pay the same premiums as authorized by Board policies for other administrative employees for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its employees.

3.6. Vacations, Holidays and Sick Leave. The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The 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. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.

4. REVIEW OF PERFORMANCE

4.1. Time and Basis of Evaluation. The Board shall

evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Agreement.

4.2. Evaluation format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

5. RENEWAL/NONRENEWAL

5.1. Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

6. TERMINATION OF EMPLOYMENT CONTRACT

6.1. Mutual Agreement. This Agreement may be terminated by the mutual agreement of the Superintendent and the Board in writing, on such terms and conditions as may be mutually agreed upon by the parties. After the Superintendent has returned this signed Agreement, the Superintendent will not be released from this Agreement without the written consent of the Board.

6.2. Death, Retirement. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

6.3. Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause.

6.4. Consolidation. A determination by the Board that a consolidation of the District with one or more other school districts that would require that the contract of the Superintendent be terminated during the term of this Agreement

shall constitute good cause for dismissal.

6.5. Termination Procedure. In the event that the Board terminates this Agreement for good cause, the Superintendent shall be afforded all rights set forth in the Board's policies and state and federal law.

7. MISCELLANEOUS

7.1. Controlling Law. This Agreement shall be governed by the laws of the State of Texas and shall be performable in Fredericksburg, Gillespie County, Texas.

7.2. Amendment. This contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

7.3. Savings Clause. 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 hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing offers, 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 unless amended pursuant to the terms of this Agreement.

7.4. Embodies all Agreements. Excluding any above-mentioned documents, this contract combines all prior

agreements and resolutions concerning employment of the Superintendent into one document.

7.5. Acceptance. This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., the 10th day of January, 1998.

EXECUTED this the 18th day of December, 1997.

ATTEST:

FREDERICKSBURG INDEPENDENT SCHOOL DISTRICT

Charles C. Keltner
Secretary, Board of Trustees

BY: Richard V. Shuen, Jr.
President, Board of Trustees

Address: 300-B West Main Street
Fredericksburg, Texas 78624

SUPERINTENDENT

Marc L. Williamson
DR. MARC L. WILLIAMSON

Address: _____
