

Superintendent Contract

This Contract is entered into between the Board of Directors (the "Board") of THE SCHOOL OF EXCELLENCE IN EDUCATION CHARTER DISTRICT (the "District") and Dr. Kenneth Matthews (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 July 13, 2012, and ending June 30, 2014. 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 he/she 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. The Superintendent agrees to provide such notification in writing within seven (7) 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/her 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.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his/her 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/her full time and energy to the performance of his/her duties. The Superintendent shall perform his/her 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 **Evaluation Format and Procedures:** The evaluation format and procedure shall be selected by the Board in accordance with the provisions of the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedures are to be modified by the Board and such modification would require significantly different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
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 ONE HUNDRED FIFTEEN THOUSAND DOLLARS AND NO/CENTS (\$115,000.00) 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, but in no event shall the Superintendent be paid less than the salary set forth in Section 5.1 of this Agreement except by mutual agreement of the two parties.
 - 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. The Superintendent shall be subject to the same schedule limitations on discretionary leave as set out in Board policy, except in extenuating circumstances as determined by the Board. In addition, the Superintendent shall schedule leave days with prior written approval of the Board, and at times that will least interfere with the performance of the Superintendent's duties.
 - 5.4 **Liability Insurance:** The District's Professional Liability insurance policy provides coverage for the Superintendent as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term

of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.

- 5.5 **Health Insurance.** The District will offer health insurance to the Superintendent, in accordance with the District's policy and insurance plan. The Superintendent shall pay for his portion of the premium for his individual coverage in accordance with the District plan options. The Superintendent shall be responsible for the premiums and other payments associated with health, vision and dental insurance for the Superintendent's dependents and/or spouse.
- 5.6 **Transportation.** The District shall reimburse the Superintendent in accordance with Board policy for mileage traveled on behalf of the District for out-of-District business.
- 5.7 **Residence.** The Superintendent agrees to reside within the boundaries of the District while employed as the Superintendent for the District.
- 5.8 **Business Expenses.** The District shall reimburse the Superintendent in accordance with Board policy for expenses incurred by the Superintendent in the performance of the Superintendent's duties.
6. **Professional Activities and Organizations.** 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 Superintendent shall give the Board prior notice of the professional meetings and organizations that the Superintendent desires to attend, actively participate in, and/or join. The Superintendent may hold offices or accept responsibilities in these professional and civic organizations, provided that such offices and/or responsibilities do not interfere with the performance of his duties as Superintendent. The Superintendent may also undertake writing, consulting, teaching and speaking engagements, provided that the Board has given its prior approval and that these activities do not interfere with the performance of his duties as Superintendent.
7. **Suspension.** The Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
8. **Involuntary Termination.** This Employment Contract shall be deemed to be terminated and the employment relationship between the Superintendent and the District shall be deemed severed upon the occurrence of any of the following:
 - (1) Upon the death of the Superintendent during employment. In such event, the District shall pay to the Estate of the Superintendent the compensation which otherwise would be payable to such Superintendent, up to the end of the pay period in which his or her

death occurs.

- (2) The Superintendent fails or refuses to faithfully and diligently perform the usual, customary duties of his or her employment or to adhere to the provisions of this Contract.
 - (3) The Superintendent fails or refuses to comply, with the policies, standards, and regulations of the District which from time to time may be established.
 - (4) The Superintendent is insubordinate or conducts himself or herself in an unethical, immoral or fraudulent manner, or upon his or her bringing discredit to the District or detriment to the reputation, character and standing of the District.
 - (5) Upon the District's discharging the Superintendent for other cause in the sole discretion of the Board of Directors.
9. **Voluntary Termination.** In any event, notwithstanding Section 8 above, this Contract may be terminated by the District without cause upon ninety (90) days' written notice to the other party. This Contract may be terminated by mutual agreement of the Parties.
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' 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:

Superintendent: 

Date signed: 7/13/12 @ 10:20AM

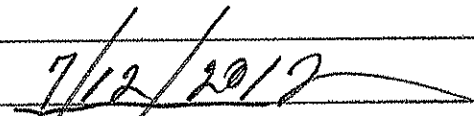
The School of Excellence in Education


By: 
President, Board of Directors


Date signed: 7/12/12

The School of Excellence in Education
and Dr. Ken Matthews hereby agree
to extend the Superintendent's
Contract until July 13, 2012 at
2:00 pm.


Board President


Date


Superintendent


Date