

GUNTER INDEPENDENT SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT

This Contract of Employment (“Agreement”) is made and entered into by and between the Board of Trustees (the “Board”) of the GUNTER INDEPENDENT SCHOOL DISTRICT (the “District”) and Kevin Worthy (the “Superintendent”).

Pursuant to the authority of §11.201, et seq. of the Texas Education Code and the general laws of the State of Texas, the Board and the Superintendent hereby agree as follows:

I.

TERM

1.1 Term. The Board, by and on behalf of the District, hereby employs the Superintendent, and the Superintendent accepts such employment, for a term commencing on June 1, 2009, and ending on May 31, 2014, or terminated earlier as herein provided. 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. Failure to reissue the agreement for an extended term shall not constitute non-renewal under Board Policy.

1.2 Tenure. The parties agree that the District and the Board have 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 term of this Agreement.

II.

EMPLOYMENT

2.1 Duties. The Superintendent is the chief administrator and executive officer of the District and shall administer the District in accordance with the Board's Policies. As such, the Superintendent shall assign the administrative and supervisory staff in the manner which, in his judgment, best serves the public schools of the District. The responsibility for selection and/or promotion of personnel shall be vested in the Superintendent and his staff, subject to the approval of the Board. The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board. The Superintendent shall comply with all lawful Board directives, policies, rules and regulations, and state and federal laws, as they exist or may hereinafter be amended or adopted. 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. Except as provided in this Agreement, the Superintendent agrees to devote his full time and

energy to the performance of these duties in a faithful, diligent, conscientious and efficient manner.

2.2 Professional Certification and Records. The Superintendent shall maintain at all times during the term of this Agreement valid and appropriate certification to act as a Superintendent of Schools in the State of Texas as prescribed by the laws of the State of Texas and the rules and regulations of the Central Education Agency and shall provide evidence of such certification to the Board upon request at any time. The Superintendent shall also provide evidence of educational attainment, degrees earned, previous professional experience and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification shall render this Agreement void, and any material misrepresentation in any records provided to the District shall be grounds for termination.

2.3 Reassignment. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.

2.4 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 and/or job performance, or for purposes of resolving conflicts between individual Board members or when the Board is acting in its capacity as a tribunal or when the Board determines it is in the best interest of the Board and the District. In the event of illness or Board-approved absence, the Superintendent's designee may attend such meetings.

2.5 Criticisms, Complaints and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such action.

2.6 Representations. The Superintendent represents that he or she has disclosed to the Board, in writing, any arrest, 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. The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.

The Superintendent represents that any records or information provided in connection with his or 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 or nonrenewal, as applicable.

III.

COMPENSATION

3.1 Annual Base Salary. The Superintendent shall be paid an annual base salary of One Hundred Seventeen Thousand Two Hundred Twenty-Three Dollars (\$117,223.00) ("Annual Base Salary") effective June 1, 2009, payable in equal monthly installments consistent with Board Policies.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion and consistent with applicable law, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than set forth above, except by mutual written agreement of the parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new Contract incorporating the adjusted salary.

IV.

BENEFITS

4.1 Expense Benefits. Subject to paragraph 3.1 above, the District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside the usual and customary duties of the Superintendent. The Superintendent shall be reimbursed for reasonable and necessary travel expenses incurred in providing services to the District outside the Region 10 area. Such actual or incidental costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental car, mileage, 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 policies.

4.2 Vacation, Holiday and Personal Leave. The Superintendent is contracted to work two hundred twenty-seven (227) days per year. The Superintendent shall observe the same legal holidays as provided for other administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies 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 Contract. At the conclusion of each contract year,

the Superintendent may continue any accumulated vacation days to the following contract year only.

4.3 Cellular Phone Expense Benefit. The District shall provide the Superintendent with a cellular phone allowance in the same amount paid to all District administrators.

4.4 Insurance Benefit. The District shall for health insurance for the Superintendent in the accordance with the policy of the District regarding payment of all District employees. Any costs above the payment provided for herein shall be paid by the Superintendent.

4.5 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 active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to TASBO, TASA, TACS, and TARS, as well as other memberships necessary to maintain and improve the Superintendent's professional skills.

4.6 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs. The expense of such activities, subject to Board approval, shall be borne by the District.

4.7 Computer Benefit. The District shall provide the Superintendent with a laptop computer to be used and maintained for business and personal use.

4.8 Adjustment in Benefits. At any time during the term of this Contract, the Board may, in its discretion and consistent with applicable law, review and adjust the benefits of the Superintendent, but in no event shall the Superintendent receive less than set forth above, except by mutual written agreement of the parties. Any adjustments in benefits shall be in writing and signed by the parties.

V.

SUSPENSION AND NON-RENEWAL/TERMINATION OF EMPLOYMENT CONTRACT

5.1 Non-Renewal. The Board may non-renew this Agreement in conformance with the terms of Subchapter E, §21.201, et seq., Texas Education Code. In the event the Board does not renew this Agreement, the Superintendent shall be afforded all the rights set forth in the Board's Policies and state and federal law.

5.2 Termination. This Agreement may be terminated by mutual written agreement of the Board and the Superintendent at any time upon such terms and conditions as may be mutually agreeable to the parties. The Superintendent may not resign without written consent from the Board. In addition, this Agreement shall be terminated upon the retirement or death of the Superintendent. The Board may dismiss the Superintendent during the term of this Agreement for good cause as that term is applied under Texas law, provided that the Superintendent shall be provided all procedural and substantive rights as set forth in the Board's Policies and applicable state and federal law. If the Superintendent chooses to engage the services of legal counsel to represent him in any such manner, he shall pay the costs thereof.

5.3 Good Cause. For purposes of this Agreement, 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 Agreement;
- (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 constitute 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; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District- sponsored activity;

- (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; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude;
- (i) Failure to report any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by District policy;
- (j) Failure to meet the District's standards of professional conduct;
- (k) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (l) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (m) 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 defined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- (n) Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, staff, and the community impairs or diminishes the Superintendent's effectiveness in the District.
- (o) Failure to maintain an effective working relationship, or maintain good rapport, with employees, parents, the community, or colleagues.
- (p) Assault on a person on school property or at a school-related function, or an employee, student, or student's parent regardless of time or place.
- (q) Knowingly falsifying records or documents related to the District's activities;
- (r) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;

- (s) Failure to fulfill requirements for superintendent certification;
- (t) Failure to fulfill the requirements of a deficiency plan under an emergency permit;
- (u) Any breach by the Superintendent of this Agreement or any reason specified in this Agreement;
- (v) Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law; or
- (w) Any other reason constituting “good cause” pursuant to District Board of Trustees’ Policy and/or Texas law.

5.4 Suspension. In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

VI.

EVALUATION

6.1 Annual Evaluation and Assessment of Performance. The Board shall evaluate and assess the performance of the Superintendent in writing in January of each year during the term of this Agreement, and at such other times as deemed necessary and appropriate by the Board. The meetings at which the Board evaluates and assesses the performance of the Superintendent will be held in closed session unless the Board and the Superintendent mutually agree that they should be held in open session. The evaluation and assessment of performance shall be in accordance with the Board's Policies and state and federal law and shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and the goals and objectives approved by the Board for the year of the evaluation.

6.2 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Agreement, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, such modifications must be adopted at least twelve (12) months prior to its implementation.

VII.

DISABILITY

7.1 Disability. Should the Superintendent become unable to perform any or all of the duties of his position by reason of illness, accident or other cause, and said disability exists after all sick leave and vacation time has been exhausted, the Superintendent shall be entitled up to one hundred eighty (180) days of leave of absence for temporary disability. If such disability continues after the exhaustion of all sick leave and vacation time and one hundred eighty (180) additional days of temporary disability, or if such disability is permanent or irreparable as determined by the physician mutually acceptable to the Board and the Superintendent, or such disability is of such a nature as to make performance of the Superintendent's duties impossible, the Board may, at its option, terminate this Agreement, whereupon the respective rights, duties and obligations herein stated shall terminate.

VIII.

MISCELLANEOUS

8.1 Indemnification and Defense. To the extent permitted by law, the District shall indemnify, defend and hold the Superintendent harmless regarding any claims, demands, suits, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. The Superintendent agrees to assist the District in the defense of any and all claims that are brought against the District as a result of events occurring during, or as a result of, the Superintendent's employment with the District. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct. The District may, at its sole discretion, fulfill its obligations under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Agreement.

8.2 Controlling Law. This Agreement shall be governed by the laws of the State of Texas, and it shall be performable in Grayson County, Texas. Venue, in the event of suit, is the court of appropriate jurisdiction in Grayson County, Texas.

8.3 Complete Agreement. This Agreement embodies the entire understanding and agreement of the parties and supersedes all other agreements and understandings, both written and oral. Any additions, deletions or modifications to the terms and conditions of this Agreement, including, but not limited to, changes in the term of the Agreement or the base annual salary of the Superintendent, shall be made only by written addendum signed by both

parties. Any prior agreement between the parties, oral or written, is terminated and superseded by this Agreement by the parties' mutual consent as of the effective date of this Agreement.

8.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained herein.

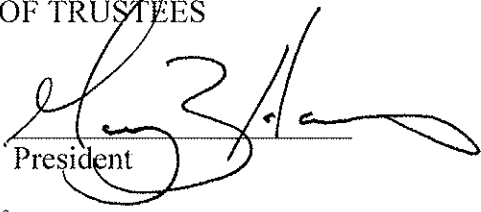
8.5 Conflicts. In the event any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Board's Policies, the Texas Education Code or any other state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Board Policies and/or any such law.

8.6 Savings Clause. In the event any one (1) 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.

8.7 Multiple Originals. This Agreement is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

8.8 Agreement Interpretation. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the parties agree that this Agreement shall not be interpreted against the drafter hereof.

GUNTER INDEPENDENT SCHOOL
DISTRICT BOARD OF TRUSTEES

By: 
Its: President

Date: 5-8-09

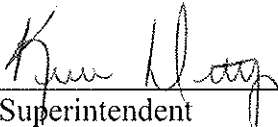
Address: PO Box 819
Gunter 75058

ATTEST: GUNTER INDEPENDENT SCHOOL
DISTRICT BOARD OF TRUSTEES

By: 
Its: Secretary

Date: 5/19/09

Address: 105 Forest Meadow Dr
Gunter 75058


Superintendent

Date: 5/8/09

Address: 51 Mirror Lakes Ct
Gunter, TX 75058