

DEKALB INDEPENDENT SCHOOL DISTRICT

State of Texas

Date given Employee 1-24-12

County of Bowie

Date returned by Employee 1-24-12

**MULTIPLE-TERM CONTRACT
for
Superintendent**

The BOARD OF TRUSTEES (hereinafter, Board) of DEKALB INDEPENDENT SCHOOL DISTRICT, hereby employs the undersigned professional Employee, David Manley and the Employee accepts employment on the following terms and conditions:

1. Employee shall be employed on a 12 month basis for the school year beginning in, July 2012 and ending in June 2014, according to the hours and dates set by the District as they exist or may hereafter be amended. Including the school year, 2012-2013 through 2013-2014.
2. The Board shall pay Employee in twelve installments an annual salary according to the compensation plan adopted by the Board. Employee's salary includes consideration for any assigned duties, responsibilities, and tasks, except as provided in the District's supplemental duty schedule.
3. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - a. The Board will pay Employee in twelve installments an annual salary according to the compensation plan adopted by the Board. Employee's salary consideration for any assigned duties, responsibilities, and tasks, except as provided in the District's supplemental duty schedule.
 - b. At any time during the term of the 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 5 (a) of the Agreement.
 - c. The District will provide the Superintendent a cell phone for school use.
 - d. The District will provide the Superintendent with a gas card for all school related expenses.
 - e. The District will pay for Memberships in Organizations.
4. Supplemental duties may from time to time be assigned and paid according to the District's supplemental duty schedule. This contract does not cover any payments for supplemental duties. Any such payments are not included as part of the annual salary. No property right to continued employment exists in supplemental duties, and supplemental assignments may be terminated for any reason or no reason, at the sole discretion of the District.
5. Employee shall not be subject to assignment and reassignment of positions or duties, additional duties, changes in responsibilities or work, transfers, or reclassification at any time during the contract term.
6. Employee shall comply with, and be subject to, state and federal law and District policies, rules, regulations, and administrative directives as they exist or may hereafter be amended. Employee shall faithfully perform to the satisfaction of the District all duties set forth in the job description or as assigned. Any change in state and federal law and in District policies, rules, regulations, and administrative directives shall act as a novation to this contract. Continued performance under this contract shall constitute acceptance of the novation by Employee.
7. This contract is conditioned on Employee's satisfactorily providing the certification, service records, teaching credentials, and other records and information required by law, the Texas Education Agency, the State Board of Educator Certification, the State Board of Education, or the District. Failure of Employee to maintain certification in the position(s) assigned may be grounds for discharge. Employee hereby represents that he/she has made written disclosure to the District of any conviction for a felony or an offense involving moral turpitude.

8. Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items at the end of the contract term. Employee agrees that the last salary payment under this contract is conditioned upon receipt from Employee of all such items.
9. In accordance with Texas Education Code, Chapter 21, Subchapters E and F, the Board may terminate this contract and discharge Employee or suspend Employee without pay during the term of this contract for good cause as determined by the Board. A suspension without pay may not extend beyond the end of the school.
10. The Board may terminate this contract and discharge Employee during the term of the contract if it determines that a financial exigency requires a reduction in personnel. Financial exigency, as used herein, means any decline in the Board's financial resources brought about by decline in enrollment, cuts in funding, decline in tax revenues, or any other actions or events that create a need for the District to reduce financial expenditures for personnel.
11. A determination by the Board that a program change requires that the contract of Employee be terminated during the contract term constitutes good cause for discharge. Program change, as used herein, means any elimination, curtailment, or reorganization of a curriculum offering, legislative revisions to program funding, or a reorganization or consolidation of two or more individual schools or school districts.
12. Employment in federally or categorically funded positions is expressly conditioned upon the availability of full funding for the position.
13. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. Neither right of tenure nor any other contractual obligation, other expectancy of continued employment, or claim of entitlement is created beyond the contract term.
14. Renewal or nonrenewal of this contract shall be in accordance with state law; Texas Education Code, Chapter 21, Subchapter E; and Board policy.
15. Employee may be released from this contract only in accordance with Texas Education Code *21.210 or with District approval, pursuant to local policy. Upon such release, the Board shall continue to make regular payroll disbursements to Employee until any due and owing salary amount is fully paid.
16. With Employee's consent, the Board may substitute and supersede this contract by issuing a new contract, beginning prior to the end of this contract term, thereby extending the employment term. Such an action shall have the effect of extinguishing this contract and replacing it with an entirely new contract. Failure to so extend shall not constitute nonrenewal.
17. This contract is subject to all applicable federal and state laws, rules, and regulations. Invalidation of any portion of this contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the contract.
18. This contract combines and supersedes all prior agreements and representations concerning employment. No amendments to this contract shall be binding unless reduced to writing and signed by both parties.
19. This offer of employment for the 2012-2014 school year(s) shall expire unless this contract is signed and returned to the Board on or before February 17, 2012. Failure to return the signed contract by this date shall constitute a rejection of the employment offer and current employment, if any, shall terminate at the end of the existing contract term.

I have read this contract and agree to abide by its terms and conditions:

Darin Manley 1/24/12
Employee Date

By: [Signature] 1/24/12
President, Board of Trustees Date