
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of ALPINE INDEPENDENT SCHOOL DISTRICT (the “District”) and BEVERLEY MICHELLE RINEHART (the “Superintendent”).

The Board and the Superintendent, for and in consideration for the terms stated in this Contract and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code, hereby agree as follows:

1. **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of three (3) years, commencing on June 6, 2022, and ending on June 30, 2025. The Board and the Superintendent (collectively the “Parties”) may extend the term of this Contract by written agreement.

2. **Certification.** The Board and District acknowledge that the Superintendent, as of the signing of this Contract, is not currently certified as a superintendent in Texas. The Superintendent does hereby agree to immediately pursue a valid certificate required to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board of Educator Certification and all other certificates required by law. The Superintendent shall have one (1) year from the original execution date of this Contract to obtain a valid superintendent certificate. In accordance with law, the Superintendent and District shall take any required steps to obtain a temporary permit and/or waiver for Superintendent to act as superintendent. Subject to the above, the Superintendent shall, during the term of this Contract, and any renewal or extension thereof, hold and maintain valid and appropriate certifications or permits required to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification and all other certificates required by law. If the Superintendent fails to comply with this paragraph for any reason, this Contract is void and the Superintendent’s employment under this Contract shall be of no force and effect.

3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. 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 for any felony, any offense involving moral turpitude, and any of the other offenses as indicated in Policy DH (Local). The Superintendent agrees to provide such notification in writing within the period specified in Board policy.
- 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any material false statements, misrepresentations, omissions of requested information, or any 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. **Employment; Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent shall perform such duties and have such powers as set out in Texas Education Code (“Education Code” or “TEC”), including but not limited to sections 11.201(d), 11.1512 and 11.1513, as prescribed in the job description, Board Policy, and as may be lawfully assigned by 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.
- 4.1 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote her full time and energy to the performance of her duties. The Superintendent shall perform his or her duties with reasonable care, skill and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.2 **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.
- 4.3 **Duties of Board/Governance.** The Board shall comply with state and federal law, District policy, rules and regulations as they exist or may hereafter be amended.
- 4.4. **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. During employment, the Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings (“Claims”) brought against the District. The definition of Claims shall include matters arising after the term of this Contract

expires but which relate to events occurring during the Superintendent's employment with the District. Following employment with the District, the Superintendent shall reasonably cooperate in the defense of Claims, and the District shall reimburse Superintendent for reasonable and necessary expenses related to defending Claims, as well as a mutually agreeable daily rate for said cooperation, not to exceed the Superintendent's daily rate while she was employed at Alpine ISD. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings. The provisions of this paragraph shall survive the termination of this Contract.

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

5.1 **Salary:**

One hundred forty-five thousand and 00/Dollars (\$145,000) per year. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights related to widespread salary reductions and/or furloughs pursuant to Education Code Sections 21.4021 and/or 21.4032, as they exist or may hereafter be amended.

5.2 **Benefits:** In addition to the benefits expressly set forth herein, the District shall provide other 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 such other benefits, at the Board's sole discretion.

5.4 **Information Technology/Communications Allowance:** The District shall provide the Superintendent with a technology/communication allowance (to cover all expenses, if any, for mobile telephone, PDA and home internet access expenses) in the sum of four hundred sixty dollars (\$460.00) per month. The Superintendent shall maintain a personal account for mobile telephone service, PDA and home internet access ("Personal Accounts") and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of the Personal Accounts and the District shall have no obligation or responsibility related to such Personal Accounts other than the monthly payment to the Superintendent for the communications allowance stated herein. The Superintendent understands that information stored in her mobile phone, computer, PDA or other device is subject to public disclosure if such information is related to the public business of the District or to her duties as Superintendent.

5.5 **Civic Activities:** The Superintendent is encouraged to participate in community and civic affairs. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The

Superintendent may hold offices or accept responsibilities in such civic organizations provided that such responsibilities do not interfere with the performance of her duties as Superintendent. Prior to accepting responsibilities in such civic organizations, the Superintendent will notify the Board in writing of the activity. The Board shall notify the Superintendent if the activity presents a conflict or interferes with the performance of her duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

- 5.6 **Professional Organizations:** The Superintendent is encouraged to participate in various professional educational organizations. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership, in accordance to the District's approved budget
- 5.7 **Professional Growth:** The Superintendent shall devote the Superintendent's time, attention, and energy in the direction, administration, and supervision of the District. However, the Board 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 and private institutions or by educational associations, as well as the 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, not to exceed fifteen (15) school days per year, to attend such seminars, courses or meetings. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses.
- 5.8 **Automobile Allowance; Business Travel Outside of District:** In light of the unique nature of the professional duties of the Superintendent, the Board shall provide the Superintendent with an automobile allowance of two hundred fifty dollars (\$250.00) per month for the use of her automobile within the District. This allowance shall be paid to the Superintendent consistent with the Board's policies, and this amount includes and shall be in lieu of any mileage expense reimbursement, gasoline or other vehicle upkeep charges associated with the Superintendent's travel within the District. For business travel outside of the District's boundaries, the District shall permit Superintendent to utilize a District-owned vehicle for business and incidental personal use (during any out of District travel). If a District-owned vehicle is or may not available for business travel outside of the District's boundaries, the Superintendent may request to use her

own vehicle for same and be reimbursed in accordance with Section 5.9 of this Contract.

5.9 Expenses. In accordance with Board policy, 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 reasonable actual and incidental costs incurred by the Superintendent for travel outside the District. Such reasonable actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, 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.

6. 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.

7. Termination or Nonrenewal of Contract.

7.1 Termination or Nonrenewal of Contract. Termination, nonrenewal of this Contract or resignation, shall be pursuant to Board Policy and Texas Education Code chapter 21.

7.2 Termination.

7.2.1 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.

7.2.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

7.2.3 Termination Procedure. If the Board terminates or proposes to terminate 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.

7.2.4 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.

8. General Provisions.

- 8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 8.2 **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.
- 8.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent for a term covered by this Contract, are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 8.4 **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.
- 8.5 **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.
- 8.6 **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.

9. **Notices.**

- 9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office. 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 services to the Superintendent's address of record.
- 9.2 **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.

10. **Authority.** The Board President has been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on May 20, 2022.

Signatures on Next Page

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

Superintendent: _____

B. Minehart

Dr. Beverley Michelle Rinehart

Date signed. 5 / 20 / 2022

Alpine Independent School District

By: *Edith Nates*

President, Board of Trustees

Date signed: 5-20-2022