

Date given Superintendent: 01-09-18

Date returned by Superintendent: 01-09-18

STATE OF TEXAS

COUNTY OF JONES

### SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the HAWLEY INDEPENDENT SCHOOL DISTRICT ("HISD") and Jimmy Burns ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for HISD.

#### I. Term

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of one year, commencing on June 30, 2018, and ending on June 30, 2019. This contract is not for a specific number of days within a year, and there are no "non-duty" days under this contract.
- 1.2 HISD may by action of the Board, and with the consent of the Superintendent, extend the term of this term contract.
- 1.3 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this term contract. No property interest, express or implied, is created in continued employment beyond the contract term.

#### II. Employment

- 2.1 *Duties.* The Superintendent is the educational leader and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the HISD, as prescribed by Texas law and in the adopted job description and as may be assigned by action of 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 amended. The Superintendent shall perform the duties of the Superintendent of Schools for the HISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of these duties during the term of this term contract.
- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by HISD hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that he has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.
- 2.3 *Reassignment.* The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing or is afforded notice and an opportunity for a hearing.

- 2.4 *Board Meetings.* The Superintendent shall attend all meetings of the Board, both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation and from those closed meetings devoted to interpersonal relationships between individual Board members.
- 2.5 *Criticisms, Complaints.* Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by employees or members of the public. The Superintendent shall look into the matter and direct a complainant to the appropriate policy for resolution of the complaint. When the matter is a substantive criticism or suggestion, the Superintendent shall investigate and make a report to the Board for its consideration.
- 2.6 *Residence in District.* The Superintendent shall establish a residence within the boundaries of HISD.

### **III. Compensation and Benefits**

- 3.1 *Salary.* During the year of the contract, the HISD shall provide the Superintendent with an annual salary not less than \$ 103,000.00. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 3.2 *Salary Adjustments.* The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this term contract or a new contract shall be issued.
- 3.3 *Vacation, Holidays, Leave Benefit.* Subject to the Board's approval of the scheduling, the Superintendent may take ten (10) days of vacation each year of this contract. These vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this term contract. Unused vacation does not accumulate from year to year and cannot be converted into compensation at the termination of the employment relationship or any other time. The Superintendent shall observe the same holidays and breaks as provided by the Board's adopted annual calendar. The Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted board policy.
- 3.4 *Insurance.* HISD shall contribute the same amount to provide the health and medical insurance as is available to all HISD employees.
- 3.5 *Travel Expenses.* The Superintendent shall be reimbursed for reasonable travel in furtherance of HISD's business at actual costs, unless expenses are paid with a district-provided credit card. Superintendent shall comply with HISD policy regarding submission of receipts and records to support any reimbursement for authorized travel. The Superintendent's travel expenses may be reviewed by the Board, and the Board by policy may limit or require pre-approval for out-of-district travel.

- 3.6 *Professional Organizations.* The cost of membership in two professional organizations shall be borne by HISD. Membership in AASA/TASA shall be considered as one professional organization.
- 3.7 *Legal Proceedings.* In a case when the Superintendent has no individual professional liability insurance coverage, HISD shall provide the Superintendent with a legal defense mutually agreeable to Superintendent and District, and the costs and expenses related to that defense for demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his or her individual or official capacity as agent and employee of the HISD, provided that the Board determines that the Superintendent was acting in good faith and within the course and scope of his employment and that the legitimate interests of the HISD require legal defense on behalf of the public interest. HISD may purchase insurance to fulfill its obligation under this paragraph. HISD's obligation to provide legal defense under this paragraph shall survive the termination of this contract.

#### **IV. Annual Performance Goals**

- 4.1 *Development of Goals.* The Superintendent, in cooperation with the District-Level Planning and Decision-Making Committee, shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the HISD. The goals approved by the Board shall at all times be memorialized in writing and reflected in Board minutes or the Superintendent's annual written evaluation and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

#### **V. Review of Performance**

- 5.1 *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 term contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. The evaluation of the Superintendent shall at all times be conducted in closed meeting.
- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be adopted by the Board.

#### **VI. Renewal or Nonrenewal of Term Contract**

- 6.1 *Renewal/Nonrenewal.* Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code. It is expressly agreed by the parties that "loss of confidence in the Superintendent by the Board" shall be a valid ground for nonrenewal pursuant to Section 21.212 of the Texas Education Code.
- 6.2 *Appeal.* If the Superintendent is aggrieved by the Board's decision, he or she may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

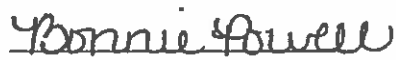
#### **VII. Termination of Contract**

- 7.1 *Mutual Agreement.* This term contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.
- 7.2 *Resignation.* 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 not later than the 45th day before the first day of instruction of the following school year.
- 7.3 *Retirement or Death.* This term contract shall be terminated upon the retirement or death of the Superintendent.
- 7.4 *Dismissal or Suspension Without Pay for Good Cause.* The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this term contract for good cause, defined generally as failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this term contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances, including any conduct that is inconsistent with the continued existence of the Board-Superintendent relationship. The following are examples of conduct and situations which may constitute "good cause," but the term is not limited in meaning by this list:
- (1) Insubordination or failure to comply with written or oral directives issued by action of the Board or failure to comply with Board policies;
  - (2) Any sexual misconduct with a student or employee or any conduct that endangers or has the potential to endanger the health or safety of one or more students or employees;
  - (3) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication when the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency that is remediable;
  - (4) Neglect of duties;
  - (5) Drunkenness or excessive use of alcoholic beverages;
  - (6) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
  - (7) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment;
  - (8) Failure to meet the HISD's standards of professional conduct;
  - (9) Failure to comply with reasonable HISD professional development requirements;
  - (10) Excessive absences, i.e., absences not in compliance with district policy or procedures, including applicable state and federal law.
  - (11) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the HISD. Immorality is not confined to

HAWLEY INDEPENDENT SCHOOL DISTRICT

By:   
President Board of Trustees

ATTEST:

  
Board Secretary

  
Superintendent

sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;

(12) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with parents, the community, or staff, unless the relationship or good rapport is not achieved or maintained due to no fault of the Superintendent.

(13) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with the Board, for any reason, in its sole and final determination;

(14) Assault on an employee or student;

(15) Falsifying records or documents related to the HISD's activities;

(16) Misrepresentation of facts to the Board or other HISD officials in the conduct of the HISD's business; or

(17) Any other reason constituting "good cause" under Texas law.

7.5 *Termination or Suspension Without Pay Procedure.* In the event that the Board proposes to terminate this term contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code.

#### VIII. Miscellaneous

8.1 *Controlling Law.* This term contract shall be governed by the laws of the State of Texas and shall be performed in Jones County, Texas, unless otherwise provided by law.

8.2 *Complete Agreement.* This term contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent are superseded by this term contract, and this term contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this term contract.

8.3 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this term contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this term contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

8.4 *Savings Clause.* In the event any one or more of the provisions contained in this term contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this term contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

EXECUTED at the City of Hawley, County of Jones and State of Texas, this 8<sup>th</sup> day of JANUARY, 2018, pursuant to action of the Board of Trustees at a meeting held on JANUARY 8, 2018 for which there was a properly posted agenda that included an item related to employment of a superintendent.