

**KAUFMAN INDEPENDENT SCHOOL DISTRICT
KATHY COVINGTON ADMINISTRATION BUILDING
1000 SOUTH HOUSTON STREET
KAUFMAN, TEXAS 75142
972-932-2622**

**STATE OF TEXAS
COUNTY OF KAUFMAN**

SUPERINTENDENT'S TERM CONTRACT

The **BOARD OF TRUSTEES** ("Board") of the **KAUFMAN INDEPENDENT SCHOOL DISTRICT** ("KISD") and **DR. LORI BLAYLOCK** ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for KISD.

I. Term

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of three (3) years commencing on January 1, 2018 and ending on December 31, 2020.
- 1.2 KISD may by action of the Board, and with the consent of the Superintendent, extend the term of the term contract. Failure to extend shall not constitute nonrenewal.
- 1.3 The Board has not adopted any policy, rule, regulations, 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 education leader and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the KISD, as prescribed in the 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 and may hereafter be amended.
 - 2.1a Specifically, it shall be the duty of the Superintendent to:
 - (1) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the KISD and for the annual performance appraisal of the KISD staff;
 - (2) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent.

- (3) Make recommendations regarding selection of KISD personnel, subject to Board approval.
- (4) Initiate the termination or suspension of an employee's employment or the nonrenewal of an employee's term contract.
- (5) Manage the day to day operations of KISD as its chief executive office and chief administrator.
- (6) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the KISD for the following fiscal year.
- (7) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies.
- (8) Develop appropriate administrative regulations to implement adopted policies.
- (9) Provide leadership for the attainment of student performance based on the State Accountability System and other indicators adopted by the Board of Trustees of KISD.
- (10) Organize the district's central administration.

The Superintendent shall perform the duties of the Superintendent of Schools for the district 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 the KISD hold and maintain 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 had made written disclosure to the Board of any conviction for a felony or 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.

2.4 *Board Meetings.* The Superintendent shall attend all meetings of the Board; both open to the public and closed. The Superintendent generally may be excluded for all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment term contract, the Superintendent's salary and benefits as set forth in this term contract, and the Superintendent's evaluation.

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- 2.5 *Criticisms, Complaints.* Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by members of the public.
- 2.6 *Indemnification.* To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorney's fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s) which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him/her will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this section 2.6 shall survive the termination of this contract.

III. Compensation

- 3.1 *Salary.* The KISD shall provide the Superintendent with an annual salary not less than \$200,000.00. 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 payroll 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. At any time during the term of this agreement, the Board may, in its discretion, review and adjust the salary of the superintendent, but in no event shall the superintendent salary be less than the salary set forth in section 3.1 of this agreement.
- 3.3 *Vacation, Holidays, Leave Benefit.* Subject to the Board's approval of the scheduling, the Superintendent may take the same number of days of vacation as are authorized by Board policy for administrative employees on 12-month contracts. 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. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on 12-month contracts. The Superintendent shall be subject to the leave policies for administrative employees on 12-month contracts.

- 3.4 *Automobile Expense Benefits.* The Superintendent shall be compensated for out-of-district travel, other than automobile mileage within Region 10, at actual cost as all KISD employees are compensated.

IV. Annual Performance Goals

- 4.1 *Development of Goals.* The Superintendent shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the KISD including goals approved as part of the District Improvement Plan. The goals approved by the Board shall at all times be reduced to writing 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 reasonable related to the duties of the Superintendent as enumerated in District Policy, or goals developed jointly between the Board and 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 a 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.* 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 valid ground for nonrenewal pursuant to Section 21.212 of the Texas Education Code, and this reason is made a part of the Board's policy for nonrenewal of the Superintendent's employment by reference. "Loss of confidence in the Superintendent by the Board" shall be defined as a vote of "no confidence" passed by a majority of the Board plus one (1) member.
- 6.2 *Notice.* If a majority of the board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall give the Superintendent written notice, containing reasonable notice of the reason(s) for the proposed nonrenewal, not later than the 30th day before the last day of the contract term.

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- 6.3 *Hearing.* The Superintendent may request a hearing on the proposed nonrenewal by notifying the Board of such request not later than 15 days after receipt of the notice. The hearing shall be conducted in accordance with rules adopted by the Board. At the hearing, the Superintendent may be represented by a person of his choice, hear the evidence supporting the reason(s) for nonrenewal; cross-examine adverse witnesses, and present evidence.
- 6.4 *Appeal.* If the Superintendent is aggrieved by the Board's decision, he 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. 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) 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 circumstance;
 - (2) Any conduct that is inconsistent with the continued existence of the Board-Superintendent relationship, including without limitation 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) Insubordination or failure to comply with written or oral directives issued by action of the Board or failure to comply with Board policies or KISD administrative regulations, such that the needs of students or the effective operation of a campus or KISD are compromised;
 - (4) 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;

- (5) Neglect of duties;
- (6) Drunkenness or excessive use of alcoholic beverages;
- (7) Illegal use of drugs, hallucinogens, other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
- (8) 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;
- (9) Failure to meet the KISD's standards of professional conduct;
- (10) Failure to comply with reasonable KISD professional development requirements;
- (11) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (12) Immorality which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the KISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (13) 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;
- (14) 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;
- (15) Assault on an employee or student;
- (16) Falsifying records or documents related to the KISD's activities;
- (17) Misrepresentation of facts to the Board or other KISD officials in the conduct of the KISD's business; or
- (18) Any other reason constituting "good cause" Texas law.

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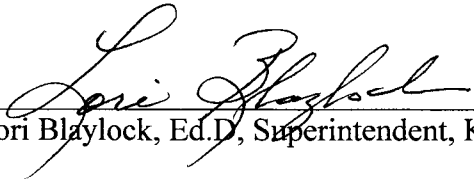
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7.5 *Termination or Suspension Without Pay Procedure.* In the event that the Board proposes to terminate this term contract or suspend the Superintendent without pay for “good cause” the Superintendent shall be afforded all the rights as set forth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

VIII. Miscellaneous

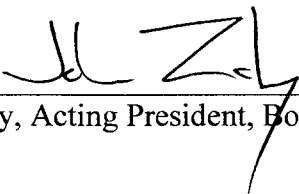
- 8.1 *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, governmental committees, and educational organizations. The expense of such activities, subject to Board approval in advance, shall be borne by the KISD.
- 8.2 *Outside Consulting.* With the prior knowledge and approval of the Board President, the Superintendent may engage in outside consulting activities, provided that time devoted to outside consulting does not interfere with the performance of duties and responsibilities under this contract.
- 8.3 *Professional Organizations.* The expense of membership in professional organizations shall be borne by KISD.
- 8.4 *Controlling Law.* This term contract shall be governed by the laws of the State of Texas, and shall be performed in Kaufman County, Texas, unless otherwise provided by law.
- 8.5 *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.
- 8.6 *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.
- 8.7 *Saving 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 Kaufman, County of Kaufman, and State of Texas, this 1st day of **January, 2018** pursuant to action of the Board of Trustees at a meeting held on December 11, 2017 for which there was a properly posted agenda that included an item related to employment of a superintendent.



Lori Blaylock, Ed.D., Superintendent, Kaufman ISD 12/20/17
Date

KAUFMAN INDEPENDENT SCHOOL DISTRICT

BY: 

John Zaby, Acting President, Board of Trustees 12-20-17
Date

ATTEST: 

Britt Murrey, Secretary, Board of Trustees 12-20-17
Date

It is the policy of the Kaufman Independent School District not to discriminate on the basis of sex, disability, race, color, age, religion, national origin, or status as a veteran in its educational and vocational programs, activities, or employment.