

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS     §

COUNTY OF DALLAS     §

KNOW ALL MEN BY THESE PRESENTS:

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 9th day of July, 2018 by and between the Board of Trustees (the "Board") of the Carrollton-Farmers Branch Independent School District (the "District") and Dr. John E. Chapman, III (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.20(b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

### I. TERM

1.1 **Term. *Employment.*** 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 July 9, 2018, and ending on June 30, 2021. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

1.2 **No Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this 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 chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by 11.1513 and §11.201 of the Texas Education Code, by the job description and as may be lawfully assigned by the Board and shall comply with all lawful Board directives, state and federal law regulations, district policy, rules, and regulations as they exist or may hereafter be amended.

2.1.1 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. The Superintendent agrees to devote his/her time, skill, labor, and attention to performing his/her duties.

2.1.2 The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his/her duties as follows:

2.1.2.1 *Authority.* The Superintendent shall perform such duties and have such power as may be prescribed by the Law and the Board. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted 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 and any changes in responsibilities or work shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.1.2.2 *Standard.* Except as otherwise permitted by this Contract, the Superintendent agrees to devote his/her full time and energy to the performance of his/her duties. The Superintendent shall perform his/her duties with reasonable care, skill and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

2.2 **Professional Certification.** The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board of Educator Certification of the Texas Education Agency and any other certification required by law. The Superintendent shall immediately inform the Board in writing if and when he fails to comply with this requirement.

2.3 **Residency Requirement.** The Superintendent agrees to reside within the Carrollton-Farmers Branch Independent School District at all times while employed by the District, except that the Board agrees that the Superintendent may commute to the District until August 13, 2018.

2.4 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.5 **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, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, a designee of the Superintendent approved by the Board shall attend such meetings.

2.6 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's

attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

**2.7 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 attorneys' 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 will depend on the terms of the applicable insurance contract. To the extent this Section 2.7 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 2.7 shall survive the termination of this Contract.

**2.8 Representation.** The Superintendent makes the following representations:

**2.8.1 Beginning of Agreement.** At the beginning of this Agreement, and at any time during this Agreement, Superintendent specifically agrees to submit to a review of his/her national criminal history information (NCHI) if required by the District, Texas Education agency, or SBEC. Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Agreement.

**2.8.2 During Agreement.** Superintendent also agrees that, during the term of this Agreement, Superintendent will notify the Board, in writing, of any arrest and of any indictment, conviction, no contest or guilty plea, or other adjudication of Superintendent for any offense, excepting only class "C" misdemeanor traffic offenses. Superintendent agrees to provide such notification in writing within three (3) calendar days of the event or any shorter period specified in Board policy. Failure to comply with this requirement shall constitute good cause for board action, including but not limited to termination of this contract.

**2.8.3 False Statements and Misrepresentations.** Superintendent represents that any records or information provided in connection with his/her employment application are true and correct. Any knowingly false statements, material misrepresentations, omissions of requested information, or fraud by 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 Salary.** The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Sixty Thousand Dollars (\$260,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

**3.2 Salary Adjustments.** At any time during the term of this Contract, 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 3.1 of this Contract except by mutual agreement of the two 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 contraction incorporating the adjusted salary.

**3.3 Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, the greater of (10) days of vacation annually or the same number of days of vacation authorized by the policies adopted by the Board of administrative employees on twelve-month contracts, the days to be taken in a single period or at different times. The 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. The Superintendent shall observe the same legal holidays as provided by Board policies for 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. Accrued by unused vacation days shall accumulate from year to year during the term of this Contract. The accrual of state and local leave shall be as provided in state law and Board Policy. Vacation days shall accrue and Superintendent may carry over a maximum of ten (10) days of his unused vacation from the year in which they are provided. If the Superintendent provides 60 days' written notice to the Board of his resignation, the Superintendent will be paid for all of his accrued but unused vacation days at his then daily rate of pay upon his separation of employment from the District. The subject daily rate of pay for these purposes shall be determined by dividing his salary at the effective time of separation from employment by two hundred twenty- six (226) days.

**3.4 Insurance.** The District shall pay at least the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its other administrative employees.

**3.5 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. Subject to prior Board approval of such seminars, courses and meetings. the Board shall facilitate 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 specific line item budget entry for a professional development budget amount 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 the American Association of School Administrators and the Texas Association of School Administrators, as well as other membership necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expense for such attendance and membership.

**3.6 Civic Activities.** The Board encourages the Superintendent to become a member of and participate in the community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. 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 these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in a maximum of two (2) local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

**3.7 Outside Consultant Activities.** With prior Board approval for each and/or any individual outside consulting engagement of any kind, the Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

**3.8 Expenses.** 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. Such actual or incidental costs may include, but are not limited to, gasoline for rental cars or district owned cars, mileage reimbursement at the standard District mileage rate for use of personal vehicle, 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.

**3.9 Longevity Payment.** On behalf of the District the Board shall establish for the Superintendent an Employer Paid 403(b) or 457 Plan (the "403(b) or 457 Plan"). The 403(b) or 457 Plan is to be mutually acceptable to the Superintendent and the Board. Each year the District shall make a contribution to the 403(b) or 457 Plan of an amount equal to ten percent (10%) of the Superintendent's then current annual salary, on August 1, 2019 or as soon thereafter as practicably



possible, and on August 1 (or as soon thereafter as practicably possible) for each subsequent year of employment, through the end of the term of this Contract, provided that the Superintendent is employed by the District as of May 31 of the year in question. The 403(b) or 457 Plan shall become vested in the Superintendent in accordance with the following vesting schedule:

1. Fifty percent (50%), on August 1, 2020; and
2. One Hundred percent (100%), on June 30, 2021.

In the event this Contract is terminated, the Superintendent shall not be eligible for vesting beyond those vesting benchmarks that have already been achieved. Those monies in which the Superintendent is vested, if any, shall be paid to the Superintendent upon the termination of this Contract, unless otherwise mutually agreed to in writing and signed by the parties hereto.

The District shall arrange that the 403(b) or 457 Plan shall be established under the applicable section of the Internal Revenue Code, as amended (the "Code"). The 403(b) or 457 Plan shall be non-elective, and the Superintendent shall not have any right to receive such contributions in cash. The 403(b) or 457 Plan shall be established under a written plan document that meets the requirements of the Code, and such documents are hereby incorporated herein by reference. The funds for the 403(b) or 457 Plan shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan, and such investment vehicles shall be determined solely by the Superintendent. The Superintendent shall pay any taxes lawfully due on these payments, if any and will be responsible for any costs associated in such plans relating to the Superintendent's accounts. The Board agrees to authorize the establishment of the 403(b) or 457 Plan with the execution of this Agreement.

**3.10 Technology.** The District shall provide the Superintendent with appropriate technology that will assist him in the performance of his duties and responsibilities. This shall include an iPad or equivalent device, laptop computer and printer. The District shall own this technology but the Superintendent may use such technology for personal business. Upon termination of this Employment Contract, the Superintendent shall return all District equipment.

**3.11 Relocation Expenses.** At such time and in connection with a permanent relocation to the District, the District shall reimburse the Superintendent for the expenses related to that relocation, up to a maximum of TWENTY FIVE THOUSAND AND NO/100 (\$25,000). Payment shall be made within 30 days after receipt of invoices and other documentation of expenses.

#### **IV. ANNUAL PERFORMANCE GOALS**

**4.1 Development of Goals.** The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the written goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or review the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

#### **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 Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

**5.2 Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

**5.3 Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## **VI. EXTENSION OR NONRENEWAL OF EMPLOYMENT CONTRACT**

**6.1 Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice not later than forty-five (45) days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

## **VII. TERMINATION OF EMPLOYMENT CONTRACT**

**7.1 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.

**7.2 Retired or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

**7.3 Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" includes, but is not limited to, the following:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetency 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 justify

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 on or off duty;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act on or off duty;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to notify the Board in writing within three (3) calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of Superintendent for any offense, excepting only class "C" misdemeanor traffic offenses;
- (j) Failure to meet the District's standards of professional conduct;
- (k) Failure to comply with reasonable District profession development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) 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 confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; or
- (q) Any other reason constituting "good cause" under Texas law, as it currently exists or may hereinafter be defined.

**7.4 Termination Procedure.** In the event that the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

**7.5 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.

### VIII. MISCELLANEOUS

8. **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Dallas County, Texas.
9. **Amendment.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.
10. **Savings Clause.** In the event any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.
11. **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies related to the employee benefits awarded to the Superintendent by this contract, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies related to the employee benefits awarded to the Superintendent by this contract or any such permissive law during the term of the Contract.

CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT

BY: Nancy S. Cline  
President, Board of Trustees

ATTEST:

Tara Hance

Secretary, Board of Trustees

Executed this 8th day of June, 2018

SUPERINTENDENT

BY: John E. Chapman, III  
John E. Chapman, III, Ed.D.

Executed this 8 day of June, 2018