

Date given Superintendent: 11-15-2022

Date returned by Superintendent: _____

STATE OF TEXAS

COUNTY OF HILL

SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the HILLSBORO INDEPENDENT SCHOOL DISTRICT ("HISD") and Dr. Darrell Brown ("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 three and one-half years, commencing on January 3, 2023, and ending on June 30, 2026. 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 lawfully assigned by action of the Board, and shall comply with all lawful 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 to such proposed reassignment.
- 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. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

- 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.

III. Compensation and Benefits

- 3.1 *Salary.* During the first year of the contract, the HISD shall provide the Superintendent with an annual salary of not less than \$175,000. The annual salary shall be paid to the Superintendent in equal monthly installments ("Monthly Installment") 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 five days of vacation after completing 6 months of service and ten days of vacation each year beginning July 1st of each year. 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 *Travel Expenses.* The Superintendent shall be reimbursed for reasonable travel outside the boundaries of the District in furtherance of HISD's business at actual costs, unless expenses are paid with a district-provided credit card. The Superintendent shall comply with all policies and procedures related to submission of receipts and validation for reimbursed expenses. The Superintendent shall keep the Board informed of his travel schedule, particularly any out-of-state travel.
- 3.5 *Insurance.* HISD shall pay the same amount to provide the health and medical insurance as is available to all HISD employees.
- 3.6 *Communication Allowance.* HISD shall pay a monthly allowance of \$135.00 for the Superintendent's cellular or wireless telephone service. The Superintendent shall be responsible for selecting a wireless provider, shall carry the account in his own name, and shall be personally responsible for payment of all expenses incurred or related to the service. Additionally, HISD shall issue to the Superintendent, primarily for school-related purposes, a mobile computer device, such as an iPad or laptop computer equipped with wireless connection functionality.
- 3.7 *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 cost of membership in such activities, if any, shall be borne by the HISD.

- 3.8 *Professional Organizations and Professional Development.* The cost of membership in professional organizations of the Superintendent's choosing shall be borne by HISD. The Board encourages the Superintendent's continued professional growth through attendance at professional meetings and seminars, state and regional education conferences, and graduate studies, as appropriate, and shall pay for such activities according to funds budgeted for that purpose.
- 3.9 *Legal Proceedings.* If the Superintendent is a defendant or otherwise the subject of a demand, claim, suit, action, or legal proceeding or any damages assessed against Superintendent as a result thereof ("Legal Claims"), based on an act or omission by the Superintendent in the course and scope of his employment, then to the extent permitted by Texas law, the Board agrees to indemnify and hold Superintendent harmless from all such Legal Claims, and to provide the Superintendent with a mutually agreeable legal defense, and the costs and expenses related to that defense, provided 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. This paragraph applies regardless of whether the claims are brought during or after the Superintendent's employment with the District, except that HISD shall not hold harmless or indemnify the Superintendent for a willful or wrongful act or omission or an act or omission constituting gross negligence or for official misconduct. The provisions of this Section 3.9 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 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 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 *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 adopted by the Board in accordance with the Board's policies and applicable law.

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 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 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 as reasonably determined by the Board under and pursuant to applicable Texas law;
- (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 Hill 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 Hillsboro, County of Hill and State of Texas, this ?? day of November, 2022, pursuant to action of the Board of Trustees at a meeting held on November ??, 2022, for which there was a properly posted agenda that included an item related to employment of a superintendent.

HILLSBORO INDEPENDENT SCHOOL DISTRICT

By: _____
President Board of Trustees

ATTEST:

John Sawyer
Board Secretary

Danell Brown
Superintendent