

SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS§

COUNTY OF CHEROKEE

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THIS CONTRACT is made and entered into by and between the **Board of Trustees** (the "Board") of the **Bullard Independent School District** (the "District") and **Jack D. Lee III** (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 21 and Section 11.201(b) of the Texas Education Code, have agreed, and do hereby agree as follows:

1. TERM

- 1.1 *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 approximately two (2) years and six months, beginning on February 3, 2020, and ending on June 30, 2022. Actual dates January 20, 2020 through June 30, 2022 equals two years, four months and twenty-six days. 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 Right of 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 contractual obligation, expectancy of continued employment, claim of entitlement, or property interest, express or implied, is created beyond the contract term.
- 1.3 As a condition of employment with the Bullard Independent School District, the Superintendent shall reside within the Bullard Independent School District attendance zone.
- 1.4 The District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent's family and personal possession, up to a maximum of five thousand dollars (\$5,000.00). The Superintendent shall document all expenses with receipts, cancelled checks or credit card statements.

2. EMPLOYMENT

- 2.1 *Duties.* The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and/or Board policy and as may be lawfully assigned by 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 adopted or amended. The

Superintendent agrees to devote his time, skill, labor and attention to the performance of his duties during the term of this Contract. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- 2.2 *Professional Certification and Records.* The Superintendent shall, at all times during employment by the District, hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board for Educator Certification and all other certificates required by law or Board policy. This Contract is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Contract void. Any material and intentional misrepresentation may be grounds for dismissal.
- 2.3 *Criminal History.* The Superintendent represents that he has made written disclosure to the Board of any conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, offense involving moral turpitude, or any other offense listed at 19 Tex. Admin. Code § 249.16(c). 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. The Superintendent also agrees that, during the term of this Contract, he will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any of the offenses referenced herein. Such notification shall be provided to the Board as soon as possible, but no later than seven calendar days of the event giving rise to the notification.
- 2.4 *Reassignment.* The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's expressed written consent.
- 2.5 *Consultant Activities.* The Superintendent agrees to devote his time, skill, labor and attention to performing his duties, but may, with the permission of the board, undertake consulting work, speaking engagements, lecturing, training and other professional duties (collectively referred to as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense 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.
- 2.6 *Professional Growth.* The Board encourages the Superintendent to attend, actively participate in, and/or join professional and civic organizations at the local, state and national levels. The Superintendent may attend and participate in appropriate professional organization meetings with prior Board approval. Reasonable and

necessary expenses associated with the attendance at said meetings shall be reimbursed by Bullard Independent School District. The District shall also pay membership fees and dues of the Superintendent to the Texas Association of School Administrators and, subject to Board approval, other memberships necessary to maintain and improve the Superintendent's professional skills. Subject to Board approval, the District shall also pay membership fees and dues of the Superintendent to local civic organizations.

- 2.7 *Board/Superintendent Relations.* 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 appropriate action, and the Superintendent shall refer such matter to the appropriate district employee or shall investigate such matter 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.
- 2.8 *Attendance at Board Meetings.* The Superintendent is expected 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, the Superintendent's designee shall attend such meetings. The Board shall have final say and authority on who attends closed sessions of the Board.

3. **COMPENSATION**

- 3.1 *Salary.* The District shall provide the Superintendent with an annual salary in the sum of one hundred fifty-five thousand and no/100 dollars (\$155,000.00). This annual salary rate shall be paid to the Superintendent in equal monthly 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. However, no such adjustment shall result in the Superintendent being paid less than the salary set forth in this Contract without the mutual consent of both parties.
- 3.3 *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 shall also reimburse the Superintendent for out-of-district travel expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract to the extent allowed by law and Board policy, so long as said out-of-district travel is authorized by the Board. The Superintendent shall comply with all reimbursement procedures and documentation requirements in accordance with Board policy and IRS regulations.

- 3.4 *Mileage Allowance.* The District shall provide the Superintendent with a mileage allowance of \$4,800.00 per year paid in monthly increments of \$400.00 to coincide with the Superintendent's payroll check. This amount is intended to compensate the Superintendent for intra-district travel and all other travel necessitated by the duties of the Superintendent shall be reimbursed as an expense item the same as every other district employee who is required to travel outside of the district for district business. All out-of-district travel will be covered pursuant to Board Policy and IRS Regulations as required by the reimbursement requirements of the Texas law.
- 3.5 *Health Insurance.* The District shall provide benefits to the Superintendent as provided by state law and Board policies. The District shall pay the same amount toward the premiums for the Superintendent's health insurance coverage that the District contributes for other 12-month employees. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
- 3.6 *Electronic Devices.* The District shall provide the Superintendent with a laptop at District expense to be used for District business and for a reasonable amount of personal use. The Superintendent is further authorized to use other District equipment, such as desk top computer and telephone, for a reasonable amount of personal use. The District agrees to provide the Superintendent with a wi-fi hotspot. It is agreed that this will assist the Superintendent in his work for the District, whether at the office or while away from the office.
- 3.7 *Cell Phone Allowance.* The District shall provide the Superintendent with a cell phone allowance of one thousand two hundred dollars (\$1,200.00) per year paid in monthly increments of one hundred dollars (\$100.00). The Superintendent shall maintain a personal account for cell phone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of his personal account and the District shall have no obligation or responsibility related to said cell phone account other than making the monthly payment to the Superintendent of the cell phone allowance stated herein.
- 3.8 *Vacation, Holidays and Sick Leave.* The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff on 12-month contracts and shall be allowed the same number of days for vacation, sick leave, and/or personal leave as provided by Board policy for the professional staff on 12-month contracts. The Superintendent will seek Board approval for any vacations that will require the Superintendent to be absent from his office for a period of ten (10) consecutive working days. 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.

4. REVIEW OF PERFORMANCE

- 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 goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise 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.
- 4.2 *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 toward accomplishing the District Goals.
- 4.3 *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.
- 4.4 *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 within thirty (30) days of receipt of the written evaluation from the Board. The response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of or all of one executive session annually to a discussion of the working relationship between the Superintendent and the Board. 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.

5. RENEWAL OR NON-RENEWAL

- 5.1 *Renewal/Non-renewal.* Renewal or non-renewal shall be in accordance with Board policy and applicable law.

6. TERMINATION OF EMPLOYMENT

- 6.1 *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. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Contract without the written consent of the Board.
- 6.2 *Death/Retirement.* This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 6.3 *Dismissal for Good Cause.* The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:
- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
 - (b) Incompetence or inefficiency in the performance of required 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;
 - (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
 - (h) Conviction of a felony or crime involving moral turpitude;
 - (i) Failure to meet the District's standards of professional conduct;

- (j) Failure to comply with reasonable district professional 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 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.

6.4 *Termination Procedure.* In the event that the Board proposes to terminate this Contract or suspend the Superintendent without pay for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state law.

6.5 *Resignation.* The Superintendent may leave the employment of the District at the end of the school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed no later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board at any other time.

7. PROFESSIONAL LIABILITY

7.1 To the extent it may be permitted to do so 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 such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or do 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 7.1 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

- 7.2 The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse parties to each other in any such proceedings.
- 7.3 During the term of this Contract, the Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District.

8. MISCELLANEOUS

- 8.1 *Controlling Law.* This Contract shall be governed by the laws of the State of Texas and shall be performable in Smith County and Cherokee County, Texas. Venue of any action brought pertaining to this Contract shall be in Smith County, Texas.
- 8.2 *Amendment.* This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.
- 8.3 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this 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 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.

EXECUTED this, the ____ day of _____, 2020.

BULLARD INDEPENDENT SCHOOL DISTRICT

BY: 
TONY JOHNSON
PRESIDENT, BOARD OF TRUSTEES

BY: 
CORY ZAHIRNIAK
SECRETARY, BOARD OF TRUSTEES

DATE: 1/14/2020

DATE: 1/14/2020

SUPERINTENDENT


JACK D. LEE III

DATE: January 10, 2020