

SUPERINTENDENT TERM CONTRACT

This contract is entered into between the Board of Trustees (the "Board") of the Brownsboro Independent School District (the "District") and Dr. Keri Hampton (the "Superintendent") (collectively, the "Parties").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. Term. The Board agrees to employ the Superintendent on a twelve-month basis per school year beginning August 26, 2019 and ending June 30, 2022 [3 year contract]. The Board and the Superintendent may extend the term of this Contract by written agreement.

2. Certification. The Superintendent shall maintain at all times during the term of this Contract valid and appropriate certification or permits to act as a Superintendent of Schools in the State of Texas as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board of Educator Certification, and shall provide evidence of such certification or permits to the Board upon request at any time. The Superintendent also shall provide evidence of educational attainment, degrees earned, previous professional experience, and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification or permits shall render this Contract void, and any material misrepresentation in any records provided to the District shall be grounds for termination.

3. Representation. The Superintendent makes the following representations:

3.1 Beginning of Contract: The Superintendent represents that she has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

3.2 During Contract: The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven (7) calendar days of the event or any shorter period specified in Board policy.

3.3 False Statements and Misrepresentations: The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

3.4 Residence: The Superintendent agrees that within a reasonable time, during the term of this contract, she will make efforts to reside within the geographic boundaries of Brownsboro ISD.

4. Duties. The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District as prescribed by law, Board policies, the job description and as may be lawfully assigned by the Board from time to time. The Superintendent shall comply with all lawful Board directives, policies, rules and regulations, and state and federal laws, as they exist or may hereafter be amended or adopted during the term of this Contract. Except as provided in this Contract, the Superintendent agrees to devote her full time, energy, and skills to the performance of these duties in a faithful, diligent, conscientious, and efficient manner.

The Superintendent shall have charge of the administration of the schools under the oversight and supervision of the Board. She shall be the chief executive officer of the District; shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select personnel in accordance with Board policy; shall from time to time suggest regulations, rules, and procedures deemed necessary for the efficient operation of the District; and in general shall perform all duties incident to the office of the Superintendent and such duties as may be lawfully assigned by the Board from time to time. Moreover, all duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent.

Board/Superintendent Relationship. The members of the Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall investigate and respond to the Board concerning all such matters referred to her in a reasonable and timely manner. The Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, except closed meetings of the Board involving the evaluation of the Superintendent, the Superintendent's salary and benefits as set forth in this Contract, consideration of any action or lack of action on this Contract, duties of the members of the Board, the Board's role as a tribunal to hear and resolve any complaint, or in accordance with the Board's request.

Reassignment. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District, and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the Parties.

5. Compensation. The District shall pay the Superintendent an annual salary as follows:

5.1 Salary: The Board shall pay the Superintendent on an annualized salary basis the sum of One Hundred Forty Thousand and no/100 Dollars (\$140,000.00) during each year of this Contract. Such salary shall be paid to Superintendent in equal installments in accordance with Board policy governing payment of salary to other professional staff members in the District. The Board shall have the right to review and adjust the salary of the Superintendent at any time during the term of this Contract, provided that no such adjustment shall reduce the annual salary herein except by mutual written agreement of the Parties. Such adjustments, if any, shall be made by lawful Board action and shall be effective on the July 1 next following approval of the adjustment by the Board, unless the

Board and the Superintendent mutually agree on another effective date. Any such adjustments in salary made during the term of this Contract shall be in the form of a written addendum, which shall become part of this Contract, or a new Contract.

5.2 Benefits: The District shall provide benefits to the Superintendent as provided by state law and Board policies. 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.

a) **Health and Medical Insurance.** The District shall pay the same monthly sum for insurance to cover the Superintendent and her family under the District's insurance plan that it pays for other administrative employees. The Superintendent shall be responsible for any costs above the standard District contribution to employee health insurance premiums.

b) **Community Activities and Events.** The Superintendent may participate in community and area civil events or organizations subject to prior Board approval. The reasonable expense of such activities preapproved by the Board may include travel for attendance at such events.

5.3 TRS Salary Supplement: The District shall supplement the Superintendent's annual salary by an amount of \$10,000.00 (\$833.33 per month) for the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"). This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments, and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

6. Professional Liability:

6.1 The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions, or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in her individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of her duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and/or the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which she could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the

Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. This District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.

6.2 The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.

6.3 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. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

7. Business Expenses: The District shall pay or reimburse the Superintendent for reasonable reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract and § 3.16(a) of State of Texas Travel Allowance and in accordance with Board policies or Board approval from funds budgeted for that purpose. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel, including but not limited to such costs for airplane tickets, hotel rooms or other accommodations, meals, rental car (if a District vehicle cannot be used), mileage expense reimbursement for travel outside of the District (if in a non-District vehicle), and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all Board policies and procedures and shall provide documentation required by the Board related to such expenses. The Superintendent's expenses shall be subject to review by the District's independent auditors. The Board shall retain the authority to refuse any reimbursement request that it determines is excessive or that it reasonably believes falls outside the scope of the Superintendent's duties.

8. Evaluation: The Board shall evaluate and assess the performance of the Superintendent in writing in January of each year during the term of this Contract, and/or at such other times as deemed necessary and appropriate by the Board. The evaluation shall be confidential to the extent permitted by law, and the meetings at which the Board evaluates and assesses the performance of the Superintendent will be held in closed session unless the Board and the Superintendent mutually agree in writing that they should be held in open session. The evaluation and assessment of performance shall be in accordance with the Board's policies and state and federal law, shall be related to the duties of the Superintendent as prescribed by law, as contained in Board policies, and as stated in the Superintendent's job description, and shall be based on the Board's goals and objectives for the District as established for the evaluation period.

9. Suspension: In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

10. Termination and Nonrenewal of Contract: Termination or nonrenewal of this Contract, or resignation under this Contract, will be pursuant to Texas Education Code Chapter 21.

This Employment Contract may be terminated by:

- A. Mutual agreement of the Parties.
- B. Retirement of the Superintendent.
- C. Death of the Superintendent.
- D. **Disability of Superintendent.** Should the Superintendent become unable to perform any or all of the duties of her position by reason of illness, accident, or other cause, and said disability exists after all accrued leave has been exhausted, the District may make appropriate deduction from the Superintendent's annual base salary for any additional days on which the Superintendent is unable to perform the duties of her position. If such disability continues for a continuous period of one hundred eighty (180) days, or if such disability is permanent or irrevocable as determined by a physician mutually acceptable to the Board and the Superintendent's representative, the Board may, at its option, terminate this Contract, whereupon the respective rights, duties, and obligations herein stated shall terminate, unless specifically provided to the contrary.

If a question arises concerning the capacity of the Superintendent to return to her duties, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine in the State of Texas and who is mutually acceptable to the Board and the Superintendent. The examination shall be done at the expense of the Board. The physician shall limit the report to the issue of whether the Superintendent has a continuing disability that prohibits her from performing any or all of her duties.

E. Discharge for Good Cause. The Board may dismiss the Superintendent during the term of the Contract for good cause as determined by state law. Reasons for a proposed termination for good cause shall be given in writing and the Superintendent shall be entitled to all procedural and substantive rights as set forth in the Board's policies and applicable state and federal law. If the Superintendent chooses to be represented by legal counsel in any such proceedings, she shall bear any costs therein involved.

F. Renewal/Non-Renewal. Renewal or non-renewal of this Contract shall be in accordance with Board policy and applicable law, including Texas Education Code Chapter 21.

11. General Provisions.

11.1 Amendment: This Contract may not be amended except by written agreement of the Parties.

11.2 Severability: If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any

other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

11.3 Entire Agreement: All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.

11.4 Applicable Law and Venue: Texas law shall govern construction of this Contract, without regard to any choice of law provisions contained therein. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be proper in a court of competent jurisdiction in the county in which the District's administration building is located. If litigation is brought in (or removed to) federal court, the Parties agree that venue shall be proper in the Eastern District of Texas, Tyler Division.

11.5 Paragraph Headings: The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

11.6 Legal Representation: Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

12. Notices.

12.1 To Superintendent: The Superintendent agrees that her address of residence on record with the District shall be her official address for any required notification under this contract. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

12.2 To Board: The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES FOLLOW ON THE NEXT PAGE.]

I have read this Contract and agree to abide by its terms and conditions.

SUPERINTENDENT

Keri Hampton
Keri Hampton, Ed.D.

Date Signed: 08/26/19

BROWNSBORO INDEPENDENT SCHOOL DISTRICT

By: [Signature]
Steve Sanders
President, Board of Trustees

Date Signed: 08/26/19

By: Michele Blackmon
Michele Blackmon
Vice President, Board of Trustees

Date Signed: 08/26/19

