
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of WHARTON INDEPENDENT SCHOOL DISTRICT (the "District") and Dr. Michael O'Guin, Sr. (the "Superintendent").

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 July 1, 2021 and ending June 30, 2024. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is cancelled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. 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 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 his or 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.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:

- 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and 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 shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his 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.

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

5.1 **Salary:**

One Hundred Seventy-Five Thousand Dollars (\$175,000) per year. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

- (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
- (b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

5.2 **Benefits:**

- (a) 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. The parties agree to convert the Superintendent's health insurance premium subsidy to compensation, as follows effective with the inception of this agreement. The

salary stated in paragraph 5.1 of the Contract is increased by \$3300.00 per year.

(b) The District shall provide a transportation/mileage stipend of \$2000.00 per year.

(c) The District shall provide a business expense benefit of \$2500.00 per year for those expenses not reimbursed by the District.

- 5.3 **Vacation, Holiday and Personal Leave.** As with other 12-month professional employees of the District, the Superintendent may take, at the Superintendent's choice, ten (10) days of vacation annually, the days to be 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. Unused vacation days do not accumulate or carry forward from year to year.
- 5.4 **Liability Insurance:** The District's Professional Liability insurance policy provides coverage for the Superintendent, as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in defense of any and all claims, demands, suits, actions and legal proceeding brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.
- 5.5 **Civic Activities:** The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the District.
- 5.6 **Professional Organizations:** 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 and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. 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 meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional

organization selected by the Superintendent.

- 5.7 Relocation/Moving Expenses:** The District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent, his family and personal possessions to Wharton, Texas up to a maximum amount of (\$5,000). The Superintendent shall submit two proposals/estimates for the move and shall document all expenses with receipts, canceled checks or credit card statements.
- 6. 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.
- 7. 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. The Board may dismiss the Superintendent during the term of the Contract for good cause. In the event the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.
- 8. General Provisions.**

 - 8.1 Amendment:** This Contract may not be amended except by written agreement of the Parties.
 - 8.2 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.
 - 8.3 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.
 - 8.4 Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.

8.5 **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.

8.6 **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.

9. **Notices.**

9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. 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.

9.2 **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.

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

Superintendent: Michael J. O'Guin, Sr.
Dr. Michael O'Guin, Sr.

Date signed: 6/29/2021

Wharton Independent School District

By: Curtis W. Evans
Curtis W. Evans
President, Board of Trustees

Date signed: 6/29/2021

Addendum to Superintendent's Initial Contract

At its Board Meeting on 5-20-21, The Board of Trustees (the "Board") of WHARTON INDEPENDENT SCHOOL DISTRICT and DR. MICHAEL O'GUIN, SR. (the "Superintendent") agree to amend the Superintendent's Contract (the "Contract") to ADD a provision covering supplemental pay as follows effective upon execution:

1. Paragraph 5.4 **Vacation, Holiday and Personal Leave** is amended to add the sentence in bold print below:

5.4 **Vacation, Holiday and Personal Leave.** As with other 12-month professional employees of the District, the Superintendent may take, at the Superintendent's choice, ten (10) days of vacation annually, the days to be 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. Unused vacation days do not accumulate or carry forward from year to year. **However, the Board of Trustees having found extraordinary circumstances existed due to responding to the COVID-19 declared emergency that necessitated the Superintendent's presence and therefore prevented him from taking all of his vacation and that a public purpose is served in maintaining morale hereby agrees to pay the superintendent for 5 unused days of vacation for the 2020/2021 school year and encourages the superintendent to take all of his vacation moving forward.**

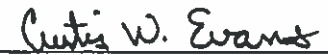
All other terms and conditions of the Contract, as amended, shall remain in full force and effect. until such time as a new contract is entered into with the Superintendent which supersedes his initial contract.

I have read this Addendum and agree to abide by its terms and conditions:

Superintendent: 

Date signed: 7/8/2021

Wharton Independent School District

By: 
Curtis W. Evans
President, Board of Trustees

Date signed: 7-15-21