

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HUNT

This Superintendent's employment contract ("Contract") is made and entered into effective the 21th day of Feb, 2019, by and between the board of Trustees (the "Board") of the Campbell Independent School District (the "District") and Dr. Denise Morgan ("Superintendent").

WITNESSETH

Now, therefore, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree as follows:

I. Term

- 1.1 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 beginning on July 1, 2023, and ending on June 30, 2027. 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 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 in the job description 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 amended. 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, re-organize, 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 Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise. 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.** 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 and all other certificates required by law.
- 2.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 2.4 **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 of the Superintendent's salary and benefits as set forth in this 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 President approved absence, the Superintendent's designee shall attend such meetings.
- 2.5 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such action.
- 2.6 **Legal Defense.** The Board contracts that the District shall provide a legal defense to Superintendent in connection with any and all demands, claims, suits, action, or any legal proceedings brought against the Superintendent in his individual capacity or in his official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of his employment with the District. The District shall provide insurance coverage to protect the Superintendent as set forth herein. The District's obligation to provide a legal defense to the Superintendent under this paragraph survives the termination of this Contract.

III. Compensation

- 3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of one hundred eighteen thousand four hundred and fifty dollars (\$18,450.00) with a 6% raise on July 1, 2023 and with automatic three percent (3%) raise on July 1 of each year beginning with July 1, 2024. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies. The District shall also provide an annual car allowance in the amount of three thousand six hundred and no/100s dollars (\$3,600.00) to be paid in equal monthly installments. The District shall reimburse the Superintendent for actual mileage submitted for travel on District business outside of the District in accordance with internal Revenue Service Regulations and Guidelines. The District shall also provide the sum of one hundred and no/100s dollars (\$100.00) on a monthly basis, without the need for receipts for the pre-payment of job related expenses such as cellphone, parking, and tolls.

- 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 pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments 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 contract incorporating the adjusted salary.
- 3.3 Vacation, Holiday, and Personal Leave.** The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, 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. 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.
- 3.4 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, and shall encourage 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 One 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 benefit of the Superintendent; a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues as well as other memberships necessary to maintain and improve the Superintendent's professional skills.
- 3.5 Civic Association Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense such activities, subject to Board approval, shall be borne by the District.
- 3.6 Outside Consultant Activities.** The Superintendent may serve as a consultant and receive a reimbursement of expenses and/or be paid an honorarium for such consultant services at no expense to the District. Consultation provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.
- 3.7 Personal Protection Benefit.** The District shall, at its expense, provide to the Superintendent such personal protection as the Board may deem necessary. In the event the life or safety of the Superintendent or the Superintendent's family is threatened or otherwise appears in danger

due to the performance of the Superintendent's professional duties, the District shall pay the reasonable and necessary costs incident to the protection of the Superintendent and the Superintendent's family, provided, however, that such protection will initially be sought from the police/sheriff's department of the appropriate governmental authority having jurisdiction in the District.

- 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 incidental costs incurred by the Superintendent for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The District may provide the Superintendent with a credit card owned by the District to which such expenses, which are otherwise subject to reimbursement, may be charged. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
- 3.9 **Professional Legal Liability Insurance.** The District shall obtain, if available, and pay premiums for a Professional Legal Liability Insurance policy with the Superintendent as the named insured.

IV. Annual Performance Goals

- 4.1 **Development of Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

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 evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.
- 5.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent 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 Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and state and federal law. 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. Renewal or Nonrenewal of Employment Contract

6.1 **Renewal/Nonrenewal.** Renewal or nonrenewal shall be in accordance with Board policy 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, containing reasonable notice of the reason for the proposed nonrenewal, not later than the 150th day before the last day of the contract term, containing reasonable notice of the reasons(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

VII. Termination of Employment Contract

- 7.1 **Mutual Agreement.** This Contract shall 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.
- 7.2 **Retirement 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" is defined as follows:
- 7.3.1 Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract.
 - 7.3.2 Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communications 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.
 - 7.3.3 Insubordination or failure to comply with lawful written Board directives;
 - 7.3.4 Failure to comply with written Board Policies or District administrative regulations;
 - 7.3.5 Neglect of duties;
 - 7.3.6 Drunkenness or excessive use of alcoholic beverages;
 - 7.3.7 Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
 - 7.3.8 Conviction of a felony or crime involving moral turpitude;
 - 7.3.9 Failure to meet the District's standards or professional conduct;
 - 7.3.10 Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
 - 7.3.11 Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
 - 7.3.12 Immorality, which is conduct 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;
 - 7.3.13 Assault on an employee or student;

- 7.3.14 Knowingly falsifying records or documents related to the District's activities;
- 7.3.15 Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- 7.3.16 Failure to fulfill requirements for Superintendent certification;
- 7.3.17 Failure to fulfill the requirements of a deficiency plan under an Emergency Plan; or,
- 7.3.18 Any other reason constituting "good cause" under Texas law.

7.4 **Termination Procedure.** 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.

VIII. Miscellaneous

- 8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Hunt County, Texas, unless otherwise provided by law.
- 8.2 **Complete Agreement.** 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.
- 8.3 **Conflicts.** In the event of any conflict between the terms conditions and provision of this Employment Contract and the provisions of the Board's policies, 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 or any such permissive law during the term of the Contract.
- 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. 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 Contract.


CAMPBELL INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

ATTEST:

By: 
Secretary, Board of Trustees

SUPERINTENDENT


Dr. Denise Morgan