

SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLEMAN

This agreement is made and entered into this, the 26th day of February 2024 by and between the Board of Trustees (the "board") of the Santa Anna Independent School District (the "district") and Thomas "Todd" White (the "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 School for the District for a term of three (3) years, commencing on July 1st, 2024, and ending on June 30th ,2027. The District may, by action of the Board 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 assigned by the Board, and shall comply with all 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 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 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, reorganize 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.

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 Texas Education Agency 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 or the Superintendent's designee shall 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 to interpersonal relationships between individual Board members, or when the Board is acting in its capacity as a tribunal in a termination, non-renewal or grievance proceeding.

III. COMPENSATION

3.1 SALARY. The District shall provide the Superintendent with an annual salary in the sum of one hundred fourteen thousand seven hundred & fifty dollars (\$114,750.00). This annual salary rate shall be paid to the Superintendent in equal 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, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of the Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new Contract.

3.3 OTHER BENEFITS. 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 and incidental costs incurred by the Superintendent; such costs may include, but are not limited to hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

3.4 AUTOMOBILE ALLOWANCE. The District shall not provide the Superintendent with an annual automobile expense.

3.5 INSURANCE. The District shall pay at least the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its other professional employees.

3.6 VACATION. 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. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on the twelve-month contracts. The Superintendent is hereby granted the same sick leave and personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

3.7 COMMUNITY INVOLVEMENT. The Superintendent is encouraged to participate in community and civic affairs in accordance with the Board's policies.

3.8 The District shall provide and pay all costs for the superintendent's cell phone.

3.9 The District shall pay for the superintendent's yearly membership dues to the Texas Association of School Administrators.

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 twice each year (June and January) 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. The evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by the 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 in accordance with the Board's policies, state, and federal law.

VI. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

6.1 RENEWAL/NONRENEWAL. Renewal or non-renewal shall be in accordance with Board policy and applicable law.

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.

7.4 TERMINATION PROCEDURE. In the event that 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 law of the State of Texas and shall be performable in Coleman 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 provisions 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 this employment of the Superintendent have been superseded by this Contract and this Contract constitutes the entire agreement between the parties unless pursuant to the terms of this Contract.

8.5 ACCEPTANCE. This offer will expire unless signed and returned to the Board or its authorized representative by 5:30 pm, the 22nd day of March 2024.

SANTA ANNA INDEPENDENT SCHOOL DISTRICT

ATTEST:

Jamie Montgomery
Secretary, Board of Trustees

Date: _____

Jamie Sellers
President, Board of Trustees

Date: 3-25-24

[Signature]
Superintendent of Schools
Date: 2-28-2024