

Cedar Hill Independent School District

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of Cedar Hill Independent School District (the "District") and Gerald Hudson (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, 2024 and ending June 30, 2027. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement. The Superintendent does not have a property interest, any legal interest, or any expectation for an extension of the contract term.

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 canceled, 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 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 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 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 or enacted.

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

5.1 Salary: The District shall pay the Superintendent an annual salary of TWO HUNDRED NINETY- EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$298,700.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. The Superintendent shall be paid a pro-rata amount of his annual salary for any term that he may serve that is less than a full year. In each of the contract years following June 30, 2020, the Superintendent shall receive an annual salary increase equal to the greater percentage increase received by full-time teachers and administrators in the previous twelve months.

(a) **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 5.1 of this Contract except by mutual agreement of the Parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract, which the parties agree to provide their best efforts and reasonable cooperation to execute. The requirements of a mutual agreement or a written addendum or a new contract are not applicable if the reduction in salary is made pursuant to and in accordance with the provisions of either Section 21.4021 or 21.4032 of the Texas Education Code.

(b) **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.

5.2 Benefits: The District shall pay the premiums for the Superintendent and the Superintendent's spouse and dependents for hospitalization and medical coverage pursuant to the group health care plan provided by the District.

5.3 Vacation, Holiday, Local, and Personal Leave: The Superintendent may take, at the Superintendent's choice, up to 20 days of vacation annually, with the days to be taken 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 may carry over unused vacation days to succeeding years, however, the total number of accrued vacation days that may be carried over may not exceed ten (10) days. Each year on or before December 15 and June 25 at the Superintendent's option, the District will pay the Superintendent for unused accrued vacation days and any unused local days that are not already paid under local policy at his current daily rate of pay. No more than twenty (20) days shall be paid in a school year. At the time the Superintendent leaves employment with the District, the District will pay the Superintendent for unused accrued vacation days at his current daily rate of pay. The Superintendent's daily rate shall be calculated by dividing the Superintendent's then-current compensation reported to TRS by 226. In addition to taking his vacation days, the 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 state and local leave benefits as authorized by Board policies for administrative employees on a twelve-month contract.

(a) **Notification of Absence from Work.** When Superintendent intends to be absent from the District for three (3) or more consecutive days for any reason, he shall notify the President of the Board in writing or electronically at least five (5) workdays prior to the absence except in the event of a personal or family emergency. In such cases, the President of the Board shall be notified as soon as possible.

5.4 **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 District.

5.5 **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, professional services, 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.

5.6 **Residing in District:** As a condition of employment with the Cedar Hill Independent School District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District. The Superintendent shall have a grace period, not to exceed twelve (12) months, to relocate his residency within the District boundaries.

5.6 **Consulting - Outside Employment:** The Superintendent may undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District. For any such outside employment the Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.

5.7 **Expense Reimbursement for Travel Outside Region 10:** The District shall reimburse the Superintendent for all reasonable expenses directly incurred by the Superintendent only (no expenses incurred by a spouse are eligible for reimbursement) in the continuing performance of the Superintendent's duties under this Agreement for travel within the State of Texas but outside of Region 10 upon the submission of receipts; such costs may include, but are not limited to, airfare, gasoline, hotels and accommodations, meals, and car rental incurred in the performance of the business of the District. Nothing in this Agreement prevents the Superintendent from using a District vehicle, when available, for District business travel outside of Region 10, within the State of Texas. With respect to reimbursement for all expenses, the Superintendent shall comply with Board Policies and standard practices of the District's business office in submitting all expense documentation. Nothing within this Agreement precludes the Superintendent from requesting and the Board from approving travel outside of the State of Texas when deemed appropriate and requested and approved in writing. In the interest of time, the Board President may tentatively approve out of state travel in advance, subject to final approval by the Board.

5.8 **Texas Teacher Retirement System.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member

contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable but shall not be limited by Internal Revenue Code (IRC) §401(a)(17)(A). In other words, for purposes of calculating the amount of supplemental salary under this section, the supplemental salary shall be calculated as if the Superintendent entered the TRS System prior to September 1, 1996. This additional salary supplement for services rendered 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

5.9 Supplemental Retirement Plan. For each payroll period during the Term of this Contract beginning January 1, 2024, including any extensions thereof, the District shall add to the Salary of the Superintendent the amount necessary to contribute fifty percent (50%) of the maximum combined voluntary contribution amount allowable under Section 402(g) of the Code for a 403(b) and a 457(b) Plan, at the beginning of the Contract year, as indexed, including the age 50 catch-up, if applicable. One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. ("Additional Salary"). In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall always be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

5.10 Annual Physical Examination. The Superintendent shall undergo an annual physical examination performed by a licensed physician of the Superintendent's choice. The Board authorizes the Superintendent to undergo the Standard Cooper Clinic Physical Fitness Exam provided by the Cooper Clinic on an annual basis. The physician shall submit a confidential statement to the Board verifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in the Superintendent's personnel file. The District shall pay all costs of the annual physical examination.

6. Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of his Contract. The evaluation format and procedure shall be in accordance with the Board's policies and the law.

7. 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.

8. 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 this Contract for good cause as defined by law. The term "good cause" is defined as, but is not limited to:

- (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 or assigned duties as documented by evaluations, supplemental memoranda, or other written communication. (The terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent reasonable opportunity to remediate any incompetence 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 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 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;
- (m) criminal assault on an employee or student;
- (n) knowingly falsifying records or documents related to the District's activities;
- (o) conscious misrepresentation of material 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 the Texas law.

9. Indemnification and Defense: To the extent it may be permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, except as provided in this Section. The District has no obligation to indemnify, defend, or hold

the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent if the Superintendent admits in writing or it is otherwise determined that the Superintendent (i) committed a willful or wrongful act or omission, or acted or failed to act with gross negligence or malice or bad faith; (ii) acted or failed to act with the intent to violate a person's clearly established legal rights or committed official misconduct; or (iii) engaged in criminal conduct; and further 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. The Superintendent agrees to provide reasonable assistance to and cooperate with the District, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the District. No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation assumed by the District. To the extent this Section 9 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section shall survive the termination of this Contract to the extent permitted by applicable law.

10. General Provisions.

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

10.2 **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.

10.3 **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.

10.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that the 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 the venue shall be the federal district and division in which the District's administration building is located.

10.5 **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.

10.6 **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.

11. Notices.

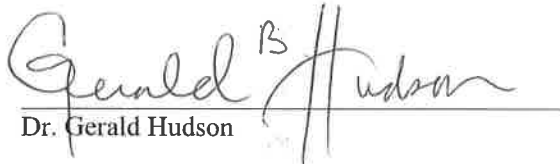
11.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the

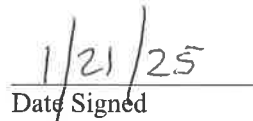
Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

11.2 **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 off record, as provided to the District.

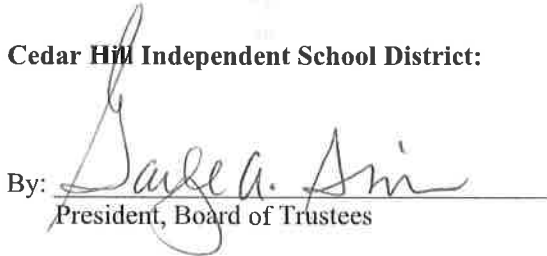
I have read this Contract and agree to abide by its terms and conditions:

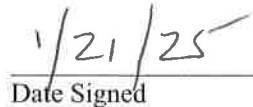
Superintendent:


Dr. Gerald Hudson


Date Signed

Cedar Hill Independent School District:

By: 
President, Board of Trustees


Date Signed

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