

SUPERINTENDENT'S CONTRACT

This contract of employment is made and entered into on the date last written below by and between the Board of Trustees of the Commerce Independent School District ("CISD" or "District") and Steve Drummond ("Superintendent").

1. **Term of Contract** – The Board agrees to employ the Superintendent on a twelve-month basis for a term of three (3) years, beginning April 1, 2025, and ending June 30, 2028.

2. **Representations** – This Contract is conditioned on the Superintendent providing necessary certification and experience records, medical records, oath of office, and other records required for the personnel files for payroll purposes. The Superintendent makes the following representations:
 - a. **Beginning of Contract:** The Superintendent represents that he has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony or crime of moral turpitude as defined by Texas law and Board Policy. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

 - b. **During Contract:** The Superintendent agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any offense, excluding minor traffic violations, in accordance with the notification requirements of Board Policy DH (LOCAL).

 - c. **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any knowing or conscious 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 of this Contract, as applicable.

3. **Performance of Duties** – The Superintendent 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. During the term of this contract, Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent's express, prior written consent. The Superintendent is the chief executive of the District and shall comply with all lawful Board directives, state and federal law, and District policy, rules, and regulations as they exist or may hereafter be amended. 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. Pursuant to Section 11.163(c)(2) of the Texas Education Code, the Board does hereby agree to delegate to the Superintendent the final authority to employ and dismiss non-contract employees of the District. It shall be the duty of the Superintendent to

recommend for employment all contract employees of the District, consistent with Board Policy. It shall be the 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, or to appropriately delegate such tasks. It shall be the duty of the Superintendent to organize, re-organize, and arrange the staff of the District. It shall be the duty of the Superintendent 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, Board Policy, and state and federal law. It shall be the duty of the Superintendent to accept all resignations of employees of the District consistent with Board Policy, except the Superintendent's resignation, which must be accepted by the Board.

4. **Salary and Benefits** – The Board agrees to pay Superintendent an annual salary and other benefits as follows:
 - a. **Salary** – The District shall pay Superintendent an annual salary of One Hundred and Fifty-Five Thousand Dollars and no/100 (\$155,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with Board Policy. 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 in Section 3 of this Contract except by mutual written agreement of the parties. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment unless the parties agree on another date, and shall be in the form of a written addendum to this Contract, or a new contract shall be executed.
 - b. **Annual Salary Increases** – The Superintendent's salary shall be increased by at least the same percentage raise, if any, approved by the Board for other professional employees.
 - c. **Civic Memberships** – The District shall pay all reasonable expenses incidental to the Superintendent representing the district in one major local civic club and to the Chamber of Commerce.
 - d. **Expense Reimbursement** – In carrying out duties requiring travel outside of the geographic boundaries of Education Service Center Region 10 (“out-of-region”), the District shall pay or reimburse all reasonable expenses at District rates. Reasonable expenses for participation at out-of-region professional meetings will be paid by the District at the local, state and national levels.
 - e. **Professional Association Memberships** – The District shall pay Superintendent's annual membership fee to the Texas Association of School Administrators and such other professional organizations as requested by the Superintendent and approved by the Board.
 - f. **Hospitalization/Health Care** – The District shall pay the full monthly premiums for the Superintendent, his spouse and dependents, “superintendent and family” health insurance TRS HD plan. Superintendent shall be entitled to all other benefits applicable to twelve (12) month administrative employees.
 - g. **Vacation, Holiday and Personal Leave** – The Superintendent may take, at the Superintendent's choice and 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 twelve-month contracts.

- h. **Professional Liability Insurance / Indemnification** – The District shall pay the cost of appropriate Professional Liability Insurance for the Superintendent. To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and 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. To the extent this Section 3(e) 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 3(e) shall survive the termination of this Contract.
 - i. **Annual Physical** – The Superintendent agrees to have a comprehensive medical examination every year, at District expense, and to obtain a statement certifying that he is physically able to perform his duties. This statement shall be filed with the President of the Board.
- 5. **Board Meeting Attendance** – 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 or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation or performance, 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.
 - 6. **Criticisms, Complaints and Suggestions** – The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) to the appropriate District employee or shall investigate

such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or (b) to the appropriate complaint resolution procedure as established by Board policies.

7. **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 time 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 the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals lodging, and other related expenses
8. **Outside Consultant Activities** – Subject to prior Board approval, 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 and not interfere with other duties as superintendent.
9. **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 performance is reviewed and evaluated.
10. **Review of Performance**
 - a. **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.
 - b. **Confidentiality** – Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and 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.
 - c. **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 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 under the revised instrument.

11. **Contract Renewal** – This contract may be considered for renewal or extension at any time that the Board of Trustees deems appropriate, but renewal or extension shall be considered annually no later than February 1. At any time during the contract term, the Board may, at its discretion, reissue the contract for an extended time. Failure to reissue the contract for an extended term shall not constitute non-renewal under Board policy.
12. **Nonrenewal or Dismissal for Good Cause** – Termination or nonrenewal of this Contract will be pursuant to Texas Education Code chapter 21 and Board Policies. The Board may dismiss the Superintendent during the term of this Contract for good cause. The term “good cause” is defined generally as failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this Contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances. The Superintendent shall be afforded all rights as set forth in Board policies and state and federal law. The Board shall communicate concerns with the Superintendent’s performance to the Superintendent in a timely manner and, where appropriate, afford the Superintendent a reasonable opportunity to correct the identified issue(s). The term "good cause" for purposes of this Section 4 is defined to include, 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 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;
 - c. Insubordination or failure to comply with lawful written Board directives;
 - d. Failure to comply with written Board Policies or District 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 a 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 substantially impairs the Superintendent's performance of required duties;

- l. 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;
- m. 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;
- q. Any other reason constituting "good cause" under Texas law.

13. **Resignation** – The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed no later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

14. **No Tenure** – 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 by this Contract beyond the term of the Contract. No property interest, express or implied, is created in continued employment beyond the contract term.

15. General Provisions

- a. **Amendment** – This Contract may not be amended except by written agreement of the Board and the Superintendent.
- b. **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 bylaw.
- c. **Complete Agreement** – All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent for a term covered herein shall be superseded by this Contract. This Contract and any addenda constitute the entire agreement between the Parties.
- d. **Conflicts** – In the event of any conflict between the terms, conditions and provisions of this 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.

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 provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- e. **Acceptance** – This Contract was approved by a majority vote of the Board of Trustees acting in a properly called and posted meeting on [date]. This offer will be void unless signed and returned by the Superintendent within ten (10) calendar days after date given to Superintendent.

16. Notices


- a. **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 by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.
- b. **To Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice 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: 
Mr. Steve Drummond

Date signed: 3/25/2025

COMMERCE INDEPENDENT SCHOOL DISTRICT:

By: 
Kathleen Hooten,
President, Board of Trustees

Date signed: 3/24/2025