

HUGHES SPRINGS INDEPENDENT SCHOOL DISTRICT

Superintendent's Employment Contract

STATE OF TEXAS

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COUNTY OF CASS

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KNOW ALL MEN BY THESE PRESENTS:

This Superintendent's Employment Contract (the "Contract") is made and entered into by and between the Board of Trustees (the "Board") of the *HUGHES SPRINGS INDEPENDENT SCHOOL DISTRICT* (the "District") and *SARAH A. DILDINE* (the "Superintendent").

Now, therefore, the Board and the Superintendent, for and in consideration of the terms stated herein and pursuant to Section 11.201 (b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. CONTRACT TERM

- 1.1 **Term.** 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 of **three years**, commencing on **July 1, 2018**, and ending on **June 30, 2021**, unless sooner terminated under provisions of this contract. The District may, by action of the Board, and with consent and approval of the Superintendent, extend the term of this agreement as permitted by state law.

2. EMPLOYMENT

- 2.1 **Duties.** The Superintendent shall perform the duties of the Superintendent of Schools for the District as prescribed by state law, 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 adopted or amended.

The Superintendent is the educational leader, chief executive, and chief administrator of the District. It shall be the duty of the Superintendent to recommend for employment all employees of the District. The Superintendent shall, in addition, direct, assign, and reassign 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,

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 submitted to the Board for acceptance.

The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill, and expertise and in a thorough, prompt and efficient manner. The Superintendent agrees to devote substantially all her time, skill, labor, and attention to performing her duties during the term of this Contract.

- 2.2 Residence.** The Superintendent shall reside within the geographical boundaries of the District.
- 2.3 Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the board and the Superintendent. 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, not to exceed five hundred dollars (\$500).
- 2.4 Professional Certification and Records.** 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 for Educator Certification or the Texas Education Agency and any other certificates required by law. This contract is conditioned on the Superintendent's satisfactorily providing all documentation required by law, district policy, or administrative rules, to qualify for the position of Superintendent. Failure to provide necessary records shall render this contract void. Any material misrepresentation or fraud in obtaining or providing such records may be grounds for dismissal. The Superintendent hereby represents that she has fully disclosed any arrest, conviction, or deferred adjudication for any felony or other crime involving moral turpitude. Further, the Superintendent represents that she has never suffered any termination or nonrenewal of employment due to suspected criminal activity or drug or alcohol use.

- 2.5 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 2.6 **Board Meetings.** The Superintendent 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 or 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-approved absence, the superintendent's designee shall attend such meetings.
- 2.7 **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 efforts.
- 2.8 **Professional Growth and Organizations.** 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 Board deem appropriate, to attend seminars, courses, or meetings in accordance with the Board's policies. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.
- 2.9 **Civic and Community Involvement.** The Superintendent is encouraged to actively participate in community and civic affairs. The district will pay the Superintendent's reasonable fees and dues to two (2) civic and community organizations selected by the Superintendent.
- 2.10 **Business Expense.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the performance of the Superintendent's duties under this contract. These costs may include, but are not limited to, mileage reimbursement for trips more than 100 miles round trip, airline tickets, hotels and accommodations, meals,

rental cars, and other expenses incurred in the performance of the business of the District.

3. COMPENSATION

- 3.1 **Salary.** The District shall provide the Superintendent with a gross annual salary of not less than **One hundred thousand five hundred and no/100 dollars (\$100,500)**. This annual salary rate shall be paid to the Superintendent in equal installments consistent with Board 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 in Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, 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 **Health Insurance.** The District shall provide the Superintendent all health and group benefits on the same basis as all employees of the District.

4. REVIEW OF PERFORMANCE

- 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 be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.
- 4.2 **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, and shall be based on the District's progress toward accomplishing the District Goals.
- 4.3 **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 law.

- 4.4 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law.

5. RENEWAL OR NONRENEWAL OF CONTRACT

- 5.1 **Renewal/Nonrenewal.** Renewal or nonrenewal of the Superintendent's Contract shall be in accordance with the Board policy; Chapter 21, Subchapter E of the Texas Education Code; and other applicable law.

6. TERMINATION OF EMPLOYMENT CONTRACT

- 6.1 **Termination for Cause.** The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.
- 6.2 **Death or Retirement.** This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 6.3 **Consolidation of District.** A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
- 6.4 **Agreement to Terminate.** The superintendent and the Board may agree in writing to terminate this agreement pursuant to any mutually agreed-upon terms and conditions.
- 6.5 **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 not later than six (6) months before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.
- 6.6 **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 in continued employment beyond the contract term.

7. MISCELLANEOUS

- 7.1 **Amendment.** This contract embodies the entire agreement between the parties and cannot be amended except by written agreement of both parties. No right of tenure or any other contractual obligation, other expectancy of continued employment, or claim of entitlement is created beyond the contract term. This contract is subject to all applicable federal and state laws, rules and regulations. Any invalidity of any portion of this contract under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the contract. This contract combines and supersedes all prior agreements and representations concerning employment. No amendments to this contract shall be binding unless reduced to writing and agreed to and signed by both parties.
- 7.2 **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Cass County, Texas.
- 7.3 **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.
- 7.4 **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, 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.
- 7.5 **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 this Contract.
- 7.6 **Amendments.** This Contract may only be amended in writing by the agreement of both parties.

7.7 **Attorney Fees.** In the event of any hearing or dispute arising under this Contract or the termination or nonrenewal thereof, any resulting legal expenses will be solely the responsibility of the party employing such legal counsel.

7.8 **Acceptance.** This offer will expire unless signed and returned to the Board or its authorized representatives by the 31st of January, 2018.


AGREED:

HUGHES SPRINGS INDEPENDENT SCHOOL DISTRICT

By 
Bill Lindsey, President, Board of Trustees

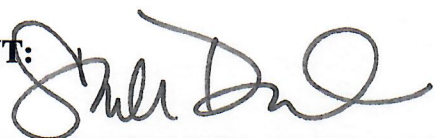
Executed this 25 th day of January, 2018

ATTEST:

By 
Rick Nelson, Secretary, Board of Trustees

Executed this 31 th day of January, 2018

SUPERINTENDENT:

By 
Sarah Dildine, Superintendent of Schools

Executed this 12 th day of January, 2018