



- (b) Having sole authority to recommend for employment all professional employees of the CISD subject to the Board's approval;
- (c) Employing all other personnel consistent with state and federal law;
- (d) Initiating the termination or suspension of an employee or the nonrenewal of an employee's term contract;
- (e) Accepting all resignations of employees of Center ISD consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board;
- (f) Directing, assigning, reassigning, and evaluating all of the employees of Center ISD consistent with Board policies and federal and state law;
- (g) Managing the day-to-day operations of the District as its administrative manager;
- (h) Preparing and submitting to the Board of Trustees a proposed budget;
- (i) Preparing recommendations for policies to be adopted by the Board of Trustees and overseeing the implementation of adopted policies;
- (j) Organizing, reorganizing, and arranging the staff of Center ISD, and developing and establishing administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of Center ISD consistent with the Board's lawful directives, the Board's policies, and state and federal law;
- (k) Performing other reasonable duties assigned by the Board of Trustees from time to time;

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, and the Superintendent hereby agrees to devote substantially all of his time, skill, labor, and attention to said employment during the term of this Contract. The Superintendent shall also be subject to a criminal record check, and his employment is contingent upon such results being favorable.

- 2.3 **Residence Requirement.** The Superintendent is required, as a material term of this Contract, to reside in Center Independent School District and to establish said residency in the District on or before August 1, 2008.
- 2.4 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 2.5 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to
- (a) 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
  - (b) the Superintendent's evaluation; or
  - (c) interpersonal relationships between individual Board members or between the Superintendent and Board of Trustees; or
  - (d) the performance of the duties of the Superintendent.
- 2.6 **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, as may be reasonably appropriate.

### **III. Compensation**

- 3.1 **Salary.** Center ISD shall provide the Superintendent with an annual salary at the rate of One Hundred Thirty-Eight Thousand Dollars (\$138,000.00) per annum beginning December 17, 2010 through December 16, 2015. The annual salary shall be paid to the Superintendent in equal monthly 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 this Contract except by mutual agreement of the two parties. The Board will consider all compensation regularly to the end that provision shall be made for such increases as are warranted by performance, longevity, and general economic conditions, including those of the teaching staff and other administrators. Such adjustments, if any, shall be in the form of a written addendum to this Contract, shall be incorporated herein by this reference, and shall act as a novation; or a new contract shall be issued.
- 3.3 **Vacation, Holidays, Sick Leave Benefits.** The Superintendent may take, at the Superintendent's choice, 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 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 sick leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

- 3.4 **Insurance Benefits.** The Superintendent may elect to receive from CISD at least the same premiums for hospitalization, major medical, and other insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its professional employees.
- 3.5 **Expense Benefits.** The District shall pay the Superintendent a monthly travel stipend (mileage) in the amount of Five Hundred Fifty Dollars (\$850.00) per month for in-District travel. The District will also provide a monthly cellular phone stipend in the amount of Sixty-Five Dollars (\$65.00) per month for the expenses the Parties reasonably anticipate the Superintendent will incur in the performance of the Superintendent's duties under this contract.
- 3.6 **Expenses.** The District shall pay or reimburse the Superintendent for reasonable and necessary 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 while on District business for travel to destinations outside the District. Such actual and incidental costs may include, but are not limited to, fuel, hotels and accommodations, meals, rental car and other reasonable and necessary expenses incurred in the performance of the business of the District. The Superintendent shall comply with all directives, procedures and documentation requirements in accordance with Board policies.
- 3.7 **Professional Legal Liability.** The District shall indemnify the Superintendent for duties performed in the course and scope of employment. The District shall obtain, if available, and pay premiums for a Professional Legal Liability Insurance Policy with coverage in the sum of one million dollars (\$1,000,000).
- 3.8 **Additional Longevity Compensation.** The district shall indemnify the Superintendent additional compensation for the five (5) year commitment of the Superintendent to remain as the Superintendent of Center Independent School District as longevity pay. The additional longevity compensation is agreed upon by the Parties to ensure stability in the leadership of the District. The longevity compensation is payable in a single lump sum payment on February 1, 2013. The amount of such compensation shall be calculated as follows:
- a. for the year February 1, 2008-February, 2009 five (5%) percent of annual salary; amount \$5,761.45

- b. for the year February 1, 2009-February 1, 2010 five (5%) percent of annual salary; amount \$5917.70
- c. for the year February 1, 2010 –February 1, 2011 6 (6%) percent of annual salary; amount \$7345.39
- d. for the year February 1, 2011 – February 1, 2012 6 (6%) percent of annual salary;
- e. for the year February 1, 2012-February 1, 2013 6 (6%) percent of annual salary.

The District and the Superintendent stipulate, agree and contract that should the Superintendent leave the employment as Superintendent of the District for any reason whatsoever, prior to February 1, 2013, the Superintendent will forfeit all claims to all such additional longevity compensation and the District will be released and excused from the payment of any part thereof.

#### **IV. Review of Performance**

- 4.1 **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.
- 4.2 **Confidentiality.** The evaluation of the Superintendent shall at all times be conducted in closed 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.
- 4.3 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law. Any changes in evaluation format will not be implemented until the following year's evaluation unless agreed to by both the Superintendent and the Board.
- 4.4 **Relationship with the Board.** The Board of Trustees shall devote a portion or all of one meeting, at least annually, to a discussion of the working relationship between the Superintendent and the Board.

## V. Renewal or Nonrenewal of Employment Contract

- 5.1 **Renewal/Nonrenewal.** Renewal or nonrenewal shall be in accordance with Board policy and applicable law. If a majority of the Board determines that the term contract of the Superintendent should be considered for nonrenewal, the Board shall give the Superintendent written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than 12 months before the last day of the contract term.

## VI. Termination of Employment Contract

- 6.1 **Resignation.** The Superintendent may leave the employ of the District at the end of a school year without penalty by filing a written resignation with the Board of Trustees. The resignation must be addressed to the Board and filed not later than the 45<sup>th</sup> day before the first day of instruction of the following school year.
- 6.2 **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.
- 6.3 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.
- 6.4 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. Good cause for termination shall be deemed conduct which is seriously prejudicial to the District, and may include, but not be limited to, the following:
- (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 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 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 impairs performance of the required duties of the Superintendent;
- (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) Failure to put forth a reasonable effort to achieve a good rapport with parents, the community, staff, or the Board; however, failure to accomplish a good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport is not achieved due to no fault of the Superintendent;
- (n) Assault on an employee or student;
- (o) Knowingly falsifying records or documents related to the District's activities;
- (p) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (q) Failure to fulfill requirements for superintendent certification;
- (r) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or
- (s) Any other reason constituting "good cause" under the laws of the State of Texas or the United States of America.

6.5 **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 Board Policies, and State and Federal laws.


## VII. Miscellaneous


- 7.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas, and shall be performed in Shelby County, Texas, unless otherwise provided by law.
- 7.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, and approved by the Board at a lawfully noticed meeting, except as expressly provided herein.
- 7.3 **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 provided 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.
- 7.4 **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 this Contract.
- 7.5 **Civic/ Professional Growth/ Professional Activities.** The Superintendent is encouraged to participate in community and civic affairs and professional education organizations. The Board encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in professional meetings at the local, regional, state and national levels. In its encouragement of the Superintendent to grow professionally, the Board shall permit release time for the Superintendent, subject to Board approval, to attend seminars, courses or meetings in accordance with the Board's policies. The expense of such activities, with prior Board approval, shall be borne by the District; however, the expenses shall not exceed the approved annual budget.
- 7.6 **Professional Dues.** The District shall pay the Superintendent's membership dues to the organizations reasonably necessary to maintain and improve the Superintendent's professional skills.

**SIGNED AND SEALED** at the City of Center, County of Shelby and State of Texas, this 16<sup>th</sup> day of December, 2010, pursuant to action of the Board of Trustees, taken at a regular meeting, held on the 16<sup>th</sup> day of December 2010, in accordance with a properly posted agenda.

**CENTER  
INDEPENDENT SCHOOL DISTRICT**

By:   
**Dr. Dixon Golden**  
**President, Board of Trustees**

  
**Dr. James Hockenberry, Superintendent**

By:   
**Deborah Chadwick**  
**Secretary, Board of Trustees**