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# CENTER INDEPENDENT SCHOOL DISTRICT

## TERM EMPLOYMENT CONTRACT OF THE SUPERINTENDENT OF SCHOOLS

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This Contract is entered into between the Board of Trustees (the "Board") of CENTER INDEPENDENT SCHOOL DISTRICT (the "District") and DR. H. BRIAN MORRIS (the "Superintendent").

The Board and the Superintendent, for and in consideration of the terms stated in this Contract, hereby agree as follows:

### I. EMPLOYMENT

- 1.1 Term. The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning June 1, 2021 and ending May 31, 2024. The Board and the Superintendent (the "Parties") may extend the term of this Contract by written agreement.
- 1.2 This contract is a Chapter 21 Texas Education Code Contract and is based upon the provisions of §11.201 of the Texas Education Code. No property interest express or implied is created in continued employment beyond the contract term.
- 1.3 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.
- 1.4 Residence Requirement. The Superintendent is required, as a material term of this Contract, to reside in and establish residence in Shelby County within six months of the effective date of this agreement, and to reside in and establish residence in the Center Independent School District within nine months of the effective date of this agreement. 'Residence' is defined as having a domicile, one's home and fixed place of habitation, to which one intends to return after any temporary absence. Failure to satisfy this requirement shall be grounds for dismissal.

### II. REPRESENTATIONS

The Superintendent makes the following representations:

- 2.1 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 or her 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.

- 2.2 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, charge, conviction, no contest or guilty plea, pre-trial diversion or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing to the Board within three (3) calendar days of the event or within any shorter period specified in Board policy.
- 2.3 False Statement and Misrepresentations: The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required record or in the employment application may be grounds for termination or nonrenewal, as applicable.

### III. DUTIES

The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:

- 3.1 Authority. The Superintendent shall perform such duties and have such powers as may be prescribed by the law and by 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.
- 3.2 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 or her 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.
- 3.3 Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to:
- 3.3.1 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
  - 3.3.2 the Superintendent's evaluation; or
  - 3.3.3 interpersonal relationships between individual Board members or between the Superintendent and Board of Trustees; or
  - 3.3.4 the performance of the duties of the Superintendent.
- 3.4 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.

#### IV. SALARY & BENEFITS

- 4.1 Salary. Center Independent School District shall provide the Superintendent with an annual salary at the rate of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) per annum beginning June 1, 2021, through May 31, 2024. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 4.1.1 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.
- 4.1.2 Furlough. If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.
- 4.1.3 Overpayment. The Superintendent agrees that the District may deduct any wage overpayments under this contract from one or more of Superintendent's paychecks.
- 4.2 Benefits. The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
- 4.3 Vacation, Holidays, Sick Leave Benefits. The Superintendent may take, at the Superintendent's choice, with prior written notice to the Board of Trustees, 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.
- 4.4 Insurance Benefits. The Superintendent shall receive from Center ISD 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.
- 4.5 Expense Benefits. The District shall pay the Superintendent a monthly travel (mileage) and technology stipend in the amount of Two Hundred Fifty Dollars (\$250.00) per month for in-District travel.

- 4.6 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.
- 4.7 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).
- 4.8 Non-District Related Professional Activities
- 4.8.1 Professional Growth: The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board.
- 4.8.2 Professional Organizations. The Superintendent shall attend and participate in two (2) Texas education conferences per year with the expenses of such attendance, including annual membership fees for up to two (2) professional organizations, to be borne by the School District. Any additional dues for professional organizations shall be at the expense of the Superintendent, unless otherwise approved in writing by the Board. The Superintendent may participate fully in the work of appropriate professional associations to the extent of holding office or accepting the responsibility of assignment if elected or appointed. With the approval of the Board, the Superintendent may undertake writing, consultative work, teaching and speaking engagements; provided, however, that the expense of such activities shall not be borne by the School District and that such activities do not detract from the performance of his duties and responsibilities as Superintendent of Schools.
- 4.8.3 The District will pay the dues for the Superintendent to participate in one (1) local civic organization for which the Superintendent will be an active participant.

## V. DISABILITY

- 5.1 *Disability.* This provision shall apply to disability of any type during which the Superintendent is unable to perform his job duties for any period greater than ninety (90) calendar days, regardless of whether or not any type of leave is requested, granted or taken. Such disability shall include, but not be limited to, incapacity which arises from major surgery, physical illness, mental illness, emotional disturbance, accident or other injury or condition.
- 5.1.1 Anticipated Disability. Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply:
- 5.1.1.1 The Superintendent shall notify the President of the Board of Trustees of the expected time of leave as soon as reasonably possible:
- 5.1.1.2 Any leave shall begin at a time which is agreeable to the Board and upon request by the Board, the Superintendent shall furnish a statement which sets forth the facts and the physician's opinion as to the Superintendent's ability to continue or return to his duties. The Board may mandate, restrict, or otherwise condition the dates and the term of such disability leave upon such statements.
- 5.1.2 Other Disability. In instances in which the disability could not be reasonably anticipated, the disability leave shall begin when determined to be medically required. The School District shall have the right to demand and receive a full and complete written documentation of the facts regarding such disability and the relationship of such conditions to the Superintendent's ability to perform his job duties.
- 5.1.3 The District may require and obtain an independent medical opinion from a physician or physicians of its choosing regarding the condition of the Superintendent and the Superintendent agrees to cooperate fully with such physicians as may be designated by the Board in acquiring this information. In conjunction with this provision and the provisions of Section 2.2 hereof, the Superintendent waives all rights of confidentiality and privacy in his medical records and history so as to make such information readily available to the Board of Trustees. The Superintendent further agrees to timely execute, upon request from the District or its representative, any subsequent document authorizing the School District to access such medical history and records.
- 5.1.4 In the event of the absence of the Superintendent due to any disability, the Superintendent and the Board agree that the Board shall have the authority and discretion to appoint one or more persons to perform the duties of the Superintendent upon such terms and conditions as the Board, in its sole discretion, shall determine.

- 5.1.5 The Superintendent shall continue to receive the disability benefits payable to other professional employees of the District during any period of disability. The Superintendent shall be responsible to timely pay any costs or portion of costs of health insurance or other benefits which are customarily paid by professional employees during any period of disability leave.
- 5.1.6 For purposes of this contract, "disability" shall be defined as any physical or mental injury, illness, or impairment which is determined by a physician to prevent the performance of the ordinary duties of the office of the Superintendent.
- 5.1.7 For disability determination purposes, the District can require the Superintendent to be fully examined by a physician of the District's choosing and the Superintendent agrees to all tests and procedures required by physician chosen by the District.
- 5.1.8 If the Superintendent is not able to resume full duties within ninety (90) days, then the District and the Superintendent agrees that the contract will be terminated and the position filled by the Board of Trustees. Notwithstanding any other provision of this contract or state law, after termination, the District will negotiate a settlement of the Superintendent's contract, not to exceed the limitations of Section 11.201 of the Texas Education Code.
- 5.1.9 Notwithstanding any other provision of this contract or of state law, upon determination of a disability of the Superintendent for a period to exceed ninety (90) days, this contract can be terminated upon the giving of ten (10) days notice to the Superintendent by the District, without any recourse to a hearing process or an Independent Hearing Examiner proceeding under Chapter 21 of the Texas Education Code.

## VI. SUSPENSION

- 6.1 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.

## VII. TERMINATION AND NONRENEWAL

- 7.1 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.

## VIII. REVIEW OF PERFORMANCE

- 8.1 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.

- 8.2 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.
- 8.3 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.
- 8.4 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.

#### IX. NOTICES

- 9.1 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.
- 9.2 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 of record, as provided to the District.

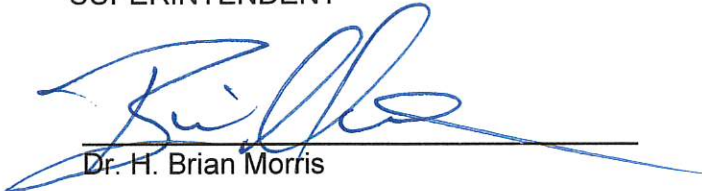
#### X. GENERAL

- 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. 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.

- 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 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 venue shall be the federal district and division in which the district 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.
- 10.7 Conflict of Terms. 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 provision of the Board's policies or any such permissive law during the term of this contract.
- 10.8 Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that both parties had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

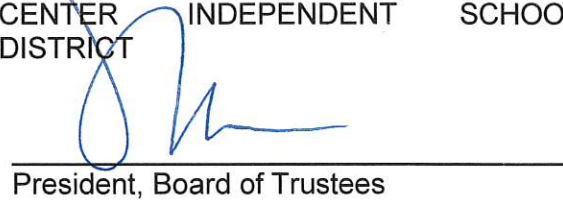
I have read this Contract and agree to abide by its terms and conditions:

SUPERINTENDENT



\_\_\_\_\_  
Dr. H. Brian Morris

CENTER INDEPENDENT SCHOOL DISTRICT



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President, Board of Trustees

Date Signed: 2-24-21

Date Signed: 2-25-21