

HOWE INDEPENDENT SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT

This Contract of Employment (“Agreement”) is made and entered into by and between the Board of Trustees (the “Board”) of the HOWE INDEPENDENT SCHOOL DISTRICT (the “District”) and Kevin Wilson (the “Superintendent”).

Pursuant to the authority of §11.201, et seq. of the Texas Education Code and the general laws of the State of Texas, the Board and the Superintendent hereby agree as follows:

I.

TERM

1.1 Term. The Board, by and on behalf of the District, hereby employs the Superintendent, and the Superintendent accepts such employment, for a term commencing on January 1, 2019, and ending on May 30, 2022 or terminated earlier as herein provided. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law. Failure to reissue the agreement for an extended term shall not constitute non-renewal under Board Policy.

1.2 Tenure. The parties agree that the District and the Board have not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the term of this Agreement.

II.

EMPLOYMENT

2.1 Duties. The Superintendent is the chief administrator and executive officer of the District and shall administer the District in accordance with the Board's Policies. As such, the Superintendent shall assign the administrative and supervisory staff in the manner which, in his judgment, best serves the public schools of the District. The responsibility for selection and/or promotion of personnel shall be vested in the Superintendent and his staff, subject to the approval of the Board. The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board. The Superintendent shall comply with all lawful Board directives, policies, rules and regulations, and state and federal laws, as they exist or may hereinafter be amended or adopted. 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. Except as provided in this Agreement, the Superintendent agrees to devote his full time and energy to the performance of these duties in a faithful, diligent, conscientious and efficient manner.

2.2 Professional Certification and Records. The Superintendent shall maintain at all times during the term of this Agreement valid and appropriate certification to act as a Superintendent of Schools in the State of Texas as prescribed by the laws of the State of Texas and the rules and regulations of the Central Education Agency and shall provide evidence of such certification to the Board upon request at any time. The Superintendent shall also provide evidence of educational attainment, degrees earned, previous professional experience and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification shall render this Agreement void, and any material misrepresentation in any records provided to the District shall be grounds for termination.

2.3 Reassignment. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.

2.4 Board Meetings. 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 evaluation and/or job performance, or for purposes of resolving conflicts between individual Board members or when the Board is acting in its capacity as a tribunal or when the Board determines it is in the best interest of the Board and the District. In the event of illness or Board-approved absence, the Superintendent's designee may attend such meetings.

2.5 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 action.

III.

COMPENSATION

3.1 Annual Base Salary. The Superintendent shall be paid an annual base salary of One Hundred Forty-Four Thousand, Four Hundred Dollars (\$144,400.00) ("Annual Base Salary") effective January 1, 2019, payable in equal monthly installments consistent with Board Policies.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion and consistent with applicable law, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than set forth above, except by mutual written agreement of the 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.

IV.

BENEFITS

4.1 Expense Benefits. Subject to paragraph 3.1 above, the District shall pay or reimburse the Superintendent for reasonable 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 for travel outside the usual and customary duties of the Superintendent. The Superintendent shall be reimbursed for reasonable and necessary travel expenses incurred in providing services to the District outside the counties of Dallas, Collin, and Grayson. Such actual or incidental costs may include, but are not limited to, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

4.2 Vacation, Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice and subject to Board approval, ten (10) days of vacation per year during the term of this Contract. At the conclusion of each contract year, the Superintendent may choose to either: 1) continue any accumulated vacation days to the following contract year; or 2) receive a pro-rated daily amount for accumulated vacation days based upon the salary amount identified in paragraph 3.1 above. 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 for other administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

4.3 Credit Card. The District shall provide the Superintendent with a District Credit Card to be used solely for business expenses incurred in connection with the execution of his duties as Superintendent.

4.4 Automobile Expense Benefit. The District shall provide the Superintendent with an automobile allowance in the sum of Five Hundred Dollars (\$500.00) per month. The District shall reimburse the Superintendent at the then current rate established by the Internal Revenue Service (IRS) (rates are available through the IRS at www.irs.gov) for the standard rate for operating a motor vehicle for business purposes (currently, Fifty-Eight cents [\$0.58] for 2019) per mile for out of District travel incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract.

4.5 Insurance Benefit. The District shall provide medical coverage for the Superintendent pursuant to the same rate as all other employees of the District. Any costs above the payment provided for herein shall be paid by the Superintendent.

4.6 Personal Protection Benefit. The District shall, at its expense, provide to the Superintendent such personal protection as the Board may deem necessary. In the event the life or safety of the Superintendent or the Superintendent's family is threatened or otherwise appears

in danger due to the performance of the Superintendent's professional duties, the District shall pay the reasonable and necessary costs incident to the protection of the Superintendent and the Superintendent's family, provided, however, that such protection will initially be sought from the police/sheriff's department of the appropriate governmental authority having jurisdiction in the District.

4.7 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. The District shall pay the Superintendent's membership dues to the American Association of School Administrators, the Texas Association of School Administrators, and the Texas Association of Suburban/Mid-Urban Schools, as well as other memberships necessary to maintain and improve the Superintendent's professional skills.

4.8 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs. The expense of such activities, subject to Board approval, shall be borne by the District.

4.9 Computer Benefit. The District shall provide the Superintendent with a laptop computer to be used and maintained for business and personal use.

4.10 Adjustment in Benefits. At any time during the term of this Contract, the Board may, in its discretion and consistent with applicable law, review and adjust the benefits of the Superintendent, but in no event shall the Superintendent receive less than set forth above, except by mutual written agreement of the parties. Any adjustments in benefits shall be in writing and signed by the parties.

V.

NON-RENEWAL/TERMINATION OF EMPLOYMENT CONTRACT

5.1 Non-Renewal. The Board may non-renew this Agreement in conformance with the terms of Subchapter E, §21.201, et seq., Texas Education Code. In the event the Board does not renew this Agreement, the Superintendent shall be afforded all the rights set forth in the Board's Policies and state and federal law.

5.2 Termination. This Agreement may be terminated by mutual written agreement of the Board and the Superintendent at any time upon such terms and conditions as may be mutually agreeable to the parties. In addition, this Agreement shall be terminated upon the retirement or death of the Superintendent. The Board may dismiss the Superintendent during the term of this Agreement for good cause as that term is applied under Texas law, provided that the Superintendent shall be provided all procedural and substantive rights as set forth in the Board's

Policies and applicable state and federal law. If the Superintendent chooses to engage the services of legal counsel to represent him in any such manner, he shall pay the costs thereof.

5.3 Good Cause. For purposes of this Agreement, the term “good cause” is defined as follows:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Agreement;
- (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 constitute 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 the Board’s policies or the District’s administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee’s duties, or while attending any school- or District- sponsored activity;
- (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; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude;
- (i) Failure to report any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by District policy;

- (j) Failure to meet the District's standards of professional conduct;
- (k) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (l) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (m) 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 defined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- (n) Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, staff, and the community impairs or diminishes the Superintendent's effectiveness in the District.
- (o) Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
- (p) Assault on a person on school property or at a school-related function, or an employee, student, or student's parent regardless of time or place.
- (q) Knowingly falsifying records or documents related to the District's activities;
- (r) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (s) Failure to fulfill requirements for superintendent certification;
- (t) Failure to fulfill the requirements of a deficiency plan under an emergency permit;
- (u) Any breach by the Superintendent of this Agreement or any reason specified in this Agreement;
- (v) Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law; or
- (w) Any other reason constituting "good cause" pursuant to District Board of Trustees' Policy and/or Texas law.

VI.

EVALUATION

6.1 Annual Evaluation and Assessment of Performance. The Board shall evaluate and assess the performance of the Superintendent in writing in January of each year during the term of this Agreement, and at such other times as deemed necessary and appropriate by the Board. The meetings at which the Board evaluates and assesses the performance of the Superintendent will be held in closed session unless the Board and the Superintendent mutually agree that they should be held in open session. The evaluation and assessment of performance shall be in accordance with the Board's Policies and state and federal law and shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and the goals and objectives approved by the Board for the year of the evaluation.

6.2 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 provisions of Article V of this Agreement, 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, such modifications must be adopted at least twelve (12) months prior to its implementation.

VII.

PHYSICAL CONDITION AND DISABILITY

7.1 Medical Examination. The Superintendent shall undergo a comprehensive medical examination not less than once every two (2) years and not more than once per year 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 confidential to the extent permitted by law. The District shall pay all reasonable and actual costs of the annual physical examination.

7.2 Disability. Should the Superintendent become unable to perform any or all of the duties of his position by reason of illness, accident or other cause, and said disability exists after all sick leave and vacation time has been exhausted, the Superintendent shall be entitled up to one hundred eighty (180) days of leave of absence for temporary disability. If such disability continues after the exhaustion of all sick leave and vacation time and one hundred eighty (180) additional days of temporary disability, or if such disability is permanent or irreparable as determined by the physician mutually acceptable to the Board and the Superintendent, or such disability is of such a nature as to make performance of the Superintendent's duties impossible, the Board may, at its option, terminate this Agreement, whereupon the respective rights, duties and obligations herein stated shall terminate.

VIII.

MISCELLANEOUS

8.1 Indemnification and Defense. To the extent permitted by law, the District shall indemnify, defend and hold the Superintendent harmless regarding any claims, demands, suits, 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, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct. The District may, at its sole discretion, fulfill its obligations under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Agreement.

8.2 Controlling Law. This Agreement shall be governed by the laws of the State of Texas, and it shall be performable in Grayson County, Texas.

8.3 Complete Agreement. This Agreement embodies the entire understanding and agreement of the parties and supersedes all other agreements and understandings, both written and oral. Any additions, deletions or modifications to the terms and conditions of this Agreement, including, but not limited to, changes in the term of the Agreement or the base annual salary of the Superintendent, shall be made only by written addendum signed by both parties. Any prior agreement between the parties, oral or written, is terminated and superseded by this Agreement by the parties' mutual consent as of the effective date of this Agreement.

8.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained herein.

8.5 Conflicts. In the event any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Board's Policies, the Texas Education Code or any other state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Board Policies and/or any such law.

8.6 Savings Clause. In the event any one (1) or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.7 Multiple Originals. This Agreement is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

8.8 Agreement Interpretation. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the parties agree that this Agreement shall not be interpreted against the drafter hereof.

HOWE INDEPENDENT SCHOOL
DISTRICT BOARD OF TRUSTEES

By: _____ Date: _____
Its: President

Address: _____

ATTEST: HOWE INDEPENDENT SCHOOL
DISTRICT BOARD OF TRUSTEES

By: _____ Date: _____
Its: Secretary

Address: _____

Superintendent Date: _____

Address: _____

