

SUPERINTENDENT EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS Superintendent Employment Contract ("Agreement" or "Contract") is made and entered into by and between the Board of Trustees (the "Board") of the **CEDAR HILL INDEPENDENT SCHOOL DISTRICT** (the "District") and **HORACE WILLIAMS** (the "Superintendent").

For and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code the Board and Superintendent have agreed, and do hereby agree, as follows:

I. TERM

- 1.1 **Employment.** The District's Board of Trustees ("Board"), by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools of **CEDAR HILL INDEPENDENT SCHOOL DISTRICT** under the terms and conditions as hereinafter set out in this Agreement for a term of **THIRTY-SIX (36) MONTHS**, commencing on **FEBRUARY 1, 2007**, and ending on **JANUARY 31, 2010**. The District may, by action of the Board, extend the term of this Agreement as permitted by state law, or may determine that no extension will be given, provided that the provisions of Chapter 21, Subchapter E of the Texas Education Code shall apply.
- 1.2 **No Right of Tenure.** The Board has not adopted any policy, rule, regulation, law or practice providing Superintendent tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the Contract term.
- 1.3 **Renewal or Extension.** The Board will consider renewal, or extension, or termination of this Contract no later than June 30, 2009, if not extended by vote of the Board at an earlier date.
- 1.4 **Duties.** The Superintendent shall faithfully perform the duties of the Superintendent of schools for the **CEDAR HILL INDEPENDENT SCHOOL DISTRICT** as prescribed in the job description, the Texas Education Code, and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District Policy, rules, and regulations as they exist or may hereafter be adopted or amended by the Board, the Legislature, Congress, or any agency with rule-making authority having jurisdiction over the schools. All duties

assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

The Superintendent shall perform the duties of 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 his time, skill, labor, and attention to performing his duties.

The Superintendent agrees to reside within the District's geographical boundaries.

- 1.5 **Professional Certification and Records.** The Superintendent shall maintain the necessary certification and experience records, medical records, oaths of office, criminal background checks, and other records required for the personnel files or payroll purposes for all District employees and independent contractors/consultants.
- 1.6 **Reassignment.** The Superintendent will not be reassigned from the position of Superintendent to another position without the Superintendent's written consent.
- 1.7 **Prohibitions.** The Superintendent is prohibited from engaging in any outside employment, except with the prior written consent of the Board.
- 1.8 **Indemnification.** To the extent it may be permitted to do 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 1.8 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 1.8 shall survive the termination of this Contract.

II. COMPENSATION

- 2.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of **ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00)**. This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's Policies and practices. The Superintendent shall be paid a pro-rata amount of his annual salary for any term that he may serve that is less than a full year. The number of work days which the Superintendent shall work is 240 days per year.
- 2.2 **Salary Adjustments.** At any time during the term of this Agreement, 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 annual salary set forth in Section 2.1 of this Agreement.

2.3 Other Benefits:

2.3.1 Expenses and Allowances

Expense Reimbursement for Travel Outside Region 10. The District shall reimburse the Superintendent for all reasonable expenses directly incurred by the Superintendent only (no expenses incurred by a spouse are eligible for reimbursement) in the continuing performance of the Superintendent's duties under this Agreement for travel within the State of Texas but outside of Region 10 upon the submission of receipts; such costs may include, but are not limited to, air fare, gasoline, hotels and accommodations, meals, and rental car incurred in the performance of the business of the District. Nothing in this Agreement prevents the Superintendent from using a District vehicle, when available, for District business travel outside of Region 10, within the State of Texas. With respect to reimbursement for all expenses, the Superintendent shall comply with Board Policies and standard practices of the District's business office in submitting all expense documentation. Nothing within this Agreement precludes the Superintendent from requesting and the Board from approving travel outside of the State of Texas when deemed appropriate and requested and approved in writing.

Allowance for Travel Within Region 10. The District shall pay the Superintendent **SIX HUNDRED DOLLARS (\$600.00)** per month for a car/travel allowance for travel within the District and Region 10, which may include but is not limited to his expense for mileage and maintenance of his personal vehicle(s).

Allowance for Cellular Phone. The District shall provide the Superintendent with **ONE HUNDRED DOLLARS (\$100.00)** per month for a cellular/digital/mobile phone. Superintendent agrees that he will obtain and/or maintain such a device with service and will provide the number for use by other District administrators to contact him for business purposes.

Expense Reimbursement for Relocation. The Superintendent shall reside within the geographical boundaries of the District. In connection with the Superintendent's relocation to the District, the District will reimburse the Superintendent for the cost incurred to move the Superintendent and his belongings into the District from one address/location and other expenses of relocation up to **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)** upon the submission of receipts. The District will reimburse the Superintendent for an amount not to exceed \$1,500 (of this \$5,000 allowance) for expenses related to temporary housing upon the submission of receipts. With respect to reimbursement for all expenses, the Superintendent shall comply with Board Policy and standard practices of the District's business office in submitting all expense documentation.

- 2.3.2 Insurance.** The District shall provide the Superintendent and his immediate family with medical health insurance benefits with all premiums paid by the District at the Active Care II level. The Superintendent can upgrade this benefit at his own expense for any plan available to the District. In lieu of receiving such medical health insurance benefits, the Superintendent may, at his discretion, elect to receive an insurance allowance of \$400 per month.
- 2.3.3 Retirement Contributions.** The District shall make contributions on behalf of the Superintendent on the same basis as they are presently made or in the future made for all other employees who are part of the Texas Teacher Retirement System.
- 2.3.4 Professional Growth.** The Board encourages the continued professional growth of the Superintendent through the Superintendent's reasonable attendance and participation in appropriate professional meetings at the local, regional, or state. 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. The Superintendent shall, as part of the annual budget process, assess and identify reasonable needs for professional development for the Superintendent and present to the Board for their approval, a budget that satisfies those needs, to the extent that funding is available and not directed away from the "classroom". This budget shall be used for registration, travel, meals and lodging and the Superintendent shall comply with Board Policy and standard practices of the District's business office in submitting all expense documentation. 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 will pay dues and memberships not to exceed \$1,000 on behalf of the Superintendent for professional organizations such as, but not limited to, American Association of School Administrators, Texas Association of School Administrators, Association of Supervision and Curriculum Development, Texas Association of School Curriculum Development, National Alliance of Black School Educators, National Association for Bilingual Education or Texas Association for Bilingual Education. The District will pay expenses for the Superintendent's participation in two Texas-based professional organizations (e.g. TASA, TASB). Participation in out-of-state professional organizations will be handled in accordance with the out-of-state provision of Section 2.3.1.

- 2.3.5 **Non-working, Holidays, and Sick Leave.** The Superintendent may observe the same legal holidays as provided by Board Policy for other professional staff on a twelve (12) month contract and shall be allowed the same number of days non-working and sick/personal leave as provided by Board Policy for the professional staff on a twelve (12) month contract. The non-working 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.
- 2.3.6 **Civic Activities.** The Superintendent is encouraged to participate in community and civic activities. The expenses of participation in such activities shall be borne by the District.
- 2.3.7 **Laptop Computer.** The District shall provide the Superintendent with a laptop computer for both professional and personal use, at the sole cost and expense of the District.
- 2.3.8 **Annual Conference Attendance.** The Superintendent shall be permitted to attend the annual international conference for People of Color each Fall for up to four (4) days per year. The Superintendent may accept a reimbursement of expenses in connection with such conference from conference sponsors. No expenses related to preparation for or attendance at this conference shall be borne by the District. The Superintendent may use non-working or state personal leave days to attend the conference.

III.

GOALS AND REVIEW OF PERFORMANCE

- 3.1 **Development of Goals.** The Superintendent and the Board shall jointly develop goals for the District. 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 ("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.
- 3.2 **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent as provided by statute, regulation, this Contract and Board Policy. At least one written evaluation shall be provided each year.
- 3.3 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with this Contract, the Board's Policies and state and federal law. It is intended that the required evaluation instruments, if any, be used and that additional evaluation instruments as mutually agreed upon by the Board and Superintendent be used. It is

anticipated that a narrative evaluation will be supplied in addition to any checklist form evaluation instrument required by any agency or District Policy. 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.

IV.

TERMINATION OF EMPLOYMENT CONTRACT

- 4.1 **Mutual Agreement.** This Agreement may 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 at the time. After the Superintendent has signed this Agreement, the Superintendent will not be released from this Agreement without the written consent of the Board.
- 4.2 **Death.** This Agreement shall terminate upon the death of the Superintendent.
- 4.3 **Dismissal for Good Cause.** The Board may terminate this Contract and dismiss the Superintendent at any time for good cause, as the term "good cause" is defined by Texas law.

Throughout the term of this Contract the Superintendent shall conduct himself in accordance with the Code of Ethics of the American Association of School Administrators, the Code of Ethics and standard practices for Texas educators (including but not limited to the Standards Required for the Superintendent Certificate as stated in 19 Texas Administrative Code §242.15), state law, federal law, and District Policies. Failure to do so shall constitute good cause for dismissal. The Superintendent shall have the right to receive written charges, notice of hearing, and an impartial hearing in accordance with District Policy and applicable State and Federal law, including but not limited to Chapter 21, Subchapter E, of the Texas Education Code. If the Superintendent chooses to be accompanied by a legal counsel at any termination hearing, the resulting legal expenses of the Superintendent shall be paid by the Superintendent.

- 4.4 **Termination/Renewal.** It is agreed that any evaluation of the Superintendent, consideration of renewal of the Contract, or consideration of the termination of the Contract shall be considered by the Board meeting in executive session to the extent permitted by law. Contract renewal shall result in the issuance of a complete new contract with terms as agreed to by the parties.

V.
WORKING RELATIONSHIPS AND RESPONSIBILITIES

- 5.1 **Organization, Arrangement, and Staffing.** The Superintendent is authorized to determine the employment organization and arrangement of the professional staff for effective administration, supervision, and teaching within the **CEDAR HILL INDEPENDENT SCHOOL DISTRICT**. The Superintendent shall inform the Board of such determination at the earliest time possible. It is understood and agreed that the organization and arrangement established by the Superintendent shall be part of the basis of the Superintendent's evaluation by the Board.

The staffing needs, assignments and/or transfer of employees of **CEDAR HILL INDEPENDENT SCHOOL DISTRICT** shall be determined by the Superintendent.

- 5.2 **Superintendent Attendance at Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, and shall participate in the deliberations of the Board on all matters with the exception of those meetings devoted to the consideration of his evaluation, contract renewal, or salary. It is agreed that the Board from time to time may mutually agree with the Superintendent that his presence is not required at a Board meeting.

- 5.3 **Superintendent Recommendations.** It is expected that the Superintendent will make recommendations to the Board concerning all aspects of school governance requiring Board action. The Superintendent will provide alternatives with a recommendation of the best alternative when practical.

It is further expected that individual Board members will provide the Superintendent with the opportunity to develop recommendations on matters placed on the Board's agendas by individual Board members.

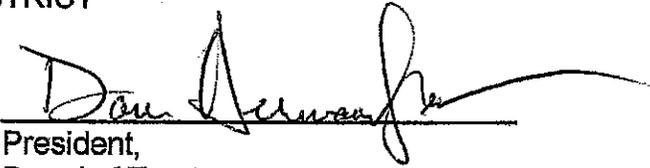
- 5.4 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) 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 District Board policies.

**VI.
MISCELLANEOUS**

- 6.1 It is the intent of the parties that this Contract comply with all District, state, and federal policies, rules, regulations, and laws.
- 6.2 All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent, if any, have been superseded by this Agreement, and this Agreement constitutes the entire agreement between the parties.
- 6.3 Should any word, sentence, phrase, clause, or paragraph of this Contract be declared to be void or invalid by a court of competent jurisdiction, the remaining portion of this Contract shall continue to be enforceable to effectuate the intent of the parties.
- 6.4 The terms and conditions of this Contract are performable in Dallas County, Texas, and any action to clarify or enforce this Contract or any of its terms shall be brought in Dallas County, Texas. This Contract shall be governed by the laws of the State of Texas.

EXECUTED this, the 1st day of February, 2007.

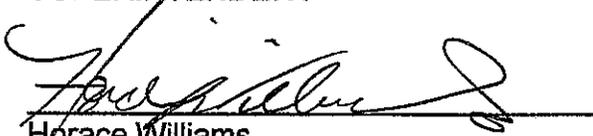
CEDAR HILL INDEPENDENT SCHOOL
DISTRICT

BY: 

President,
Board of Trustees

Address:
270 S. Highway 67
Cedar Hill, TX. 75104
972/291-1581

SUPERINTENDENT


Horace Williams

**VII.
CONTRACT REVISIONS**

- 7.1 **Term – Employment.** The employment term of the Superintendent is extended to **AUGUST 31, 2011.**
- 7.2 **Salary Adjustments.** The salary of the Superintendent is adjusted to **ONE HUNDRED NINETY TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$192,600.00).**
- 7.3 **Expenses and Allowances**

Allowance for Travel Within Region 10. The allowance for travel within the District and Region 10 for the Superintendent is adjusted to **SEVEN HUNDRED DOLLARS (\$700.00)** per month.

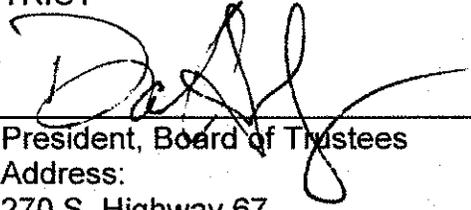
Professional Growth. The allowance for dues and memberships paid on behalf of the Superintendent is increased to a not to exceed amount of **ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00).**

The aforementioned contract revisions were considered by the Board in executive session to the extent permitted by law and the revised contract was voted upon in the public portion of a properly convened meeting of the Board.

All other terms of this Superintendent Employment Contract (Sections I through VI), unless specifically revised above, remain fully enforceable as initially executed.

Revisions executed this, the 11 day of November, 2008.

CEDAR HILL INDEPENDENT SCHOOL DISTRICT

BY: 

President, Board of Trustees

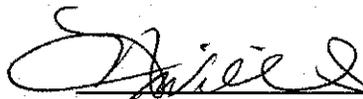
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SUPERINTENDENT



Horace Williams