

**SUPERINTENDENT'S
EMPLOYMENT CONTRACT**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TITUS

THIS AGREEMENT is made and entered into this the **28th** day of **May, 2013**, by and between the Board of Trustees (the "Board") of the Harts Bluff Independent School District (the "District") and **Lyle DuBus** (the "Superintendent").

WITNESSETH:

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

I. Term

- 1.1 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 (3) years, commencing on July 1, 2013, and ending of June 30, 2016**. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by law.
- 1.2 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, expressed or implied, is created in continued employment beyond the contract term.

II. Employment

- 2.1 The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in 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 amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign and evaluate all of the employees of the District consistent with the 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 accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise.

- 2.2 **Non-District Related Activities.** The Superintendent may undertake writing, consultative work, teaching and speaking engagements and other similar non-District related activities to the extent that they do not detract, as determined by the Board, from the performance of his duties and responsibilities as Superintendent of Schools. Any expenses incurred as a result of these activities will not be borne by the District.
- 2.3 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 Superintendent's Employment Contract the State of Texas and issued by the Texas Education Agency and all other certificates required by law. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
- 2.4 The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 2.5 The Superintendent or the Superintendent's designee 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 and to interpersonal relationships between individual Board members.
- 2.6 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.
- 2.7 **Legal Defense/Indemnification.** The District agrees that, to the extent permitted by state law, it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District if the incident in question shall have arisen while the Superintendent was acting within the course and scope of his employment. This defense and indemnity excludes criminal or other illegal acts and any other act, action or omission of the Superintendent which is determined to have been done, taken, or committed with malice or with intent to cause the injury or damage suffered by the claimant. This provision does not apply if the Superintendent is found to have manually breached his contract, to have acted with gross negligence or with intent to have violated a person's clearly established legal rights, to have acted outside the course and scope of his employment, to have engaged in criminal conduct, or to have engaged in official misconduct. This provision also does not apply to criminal investigations or proceedings. At its sole discretion, the District may fulfill the obligation under this paragraph by purchasing insurance coverage for

the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. 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 2.6 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 2.6 shall survive the termination of this Contract.

III. Compensation

- 3.1 The District shall provide the Superintendent with an annual salary in the sum of **ninety-five thousand dollars (\$95,000)**. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.
- 3.2 **Salary Adjustments.**
 - 3.2.1 **Widespread Salary Reductions.** 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.
 - 3.2.2 **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.
 - 3.2.3 **Financial Exigency.** In accordance with Texas Education Code section 21.212(f), the Board may choose to amend the terms of the contract of a Superintendent employed under a term contract on the basis of a declared financial exigency under Section 55.011 of the Texas Education. A Superintendent whose contract is amended under this provision may resign without penalty by providing reasonable notice to the Board of at least 30 calendar days.
- 3.3 The Superintendent shall receive the following other benefits:
 - 3.3.1 **Expense Benefit.** 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.
 - 3.3.2 **Travel Reimbursement.** The District shall reimburse the Superintendent **fifty-five and five tenth cents (55.5¢)** per mile for in and out of District travel by the Superintendent in the continuing performance of the Superintendent's duties under this contract.

- 3.3.3 **Health Insurance.** The District shall pay at least the same premiums for hospitalization, major medical and dental insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its professional employees.
- 3.2.4 **Other Benefits.** The District shall provide the Superintendent with those benefits afforded all professional personnel as outlined in state and local policy for twelve-month employees. 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.
- 3.2.5 **Cellular Phone and Internet.** The District shall pay the Superintendent a stipend of \$1,140 for a cellular phone and internet. This shall be paid in twelve equal installments consistent with the Board's policy.
- 3.2.6 **Civic Organization.** The District shall pay on behalf of the Superintendent the cost of joining a civic organization.
- 3.2.7 **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. The District will pay reasonable expenses related to professional growth activities.
- 3.2.8 **403(b).** The Superintendent may participate in the District's 403(b) Plan which provides a yearly match up to the first one thousand dollars; however, the matching contribution does not fully vest until after five complete years of service to the District.

IV. Review of Performance

- 4.1 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 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. 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 The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

V. Renewal or Non-Renewal of Employment Contract

- 5.1 Renewal or non-renewal shall be in accordance with Board policy and applicable state and federal laws.

VI. Termination of Employment Contract

- 6.1 This contract shall be terminated by mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.
- 6.2 The Superintendent may leave employment with the District at the end of any school year by written resignation presented to and filed with the Board prior to the first day of July, preceding the end of the school year that the resignation is to be effective.
- 6.3 This contract shall be terminated upon retirement or death of the Superintendent.
- 6.4 The Board may dismiss the Superintendent during the term of the contract for good cause as defined by Board policy and applicable state and federal laws.
- 6.5 In the event that the Board terminates this contract for good cause, the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal laws.

VII. Miscellaneous

- 7.1 This contract shall be governed by the laws of the State of Texas and shall be performable in Titus County, Texas unless otherwise provided by law.
- 7.2 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.
- 7.3 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 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 this contract.

7.4 In the event anyone 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 This offer will expire unless signed and returned to the Board or its authorized representative by the 31st day of May, 2013.

HARTS BLUFF INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

By: Kevin P Rose
Kevin P Rose
President

5-28-13
Date

SUPERINTENDENT

By: Lyle DuBus
Lyle DuBus

5-28-13
Date