

ERA INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT
JEREMY THOMPSON

THIS AGREEMENT is by and between the Board of Trustees (the "Board") of the Era Independent School District (the "District") and Jeremy Thompson (the "Superintendent") (this "Contract").

WITNESSETH:

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

I. TERM

- 1.1 Employment. 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. This Contract was approved by the Board at a regular meeting on **June 22, 2015**, and shall begin **July 1, 2015** and end on **June 30, 2019**. 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 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No continued employment, or claim of entitlement is created beyond the contract term.

II. EMPLOYMENT

- 2.1 Duties. The Superintendent is the educational leader and 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 contained in the policy manual 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. 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 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 policies, except the Superintendent's resignation, which must be accepted by the Board. It shall be the further duty of the Superintendent to prepare and submit to the Board a proposed budget as provided by Section 44.002 of the Code. It shall be the further duty of the Superintendent to provide leadership for the attainment of student performance in the District based on indicators adopted under Section 39.051 of the Code and other indicators adopted by the State Board of Education or the Board. 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. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
- 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.

- 2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without his express written consent.
- 2.4 Board Meetings. The Superintendent 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 evaluation of the Superintendent's performance, or for the purpose of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. The Board shall have the right to ask the Superintendent to leave closed session at any time.
- 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 efforts.
- 2.6 Indemnification. The District shall defend, hold harmless and indemnify the Superintendent regarding any claims, demands, duties, 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 the Superintendent's duties as Superintendent of the District, to the extent and to the limit 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 obligation 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 Contract, so that any claim, suit, etc., filed after termination of this contract but applicable to a time the Superintendent was employed by the District, will be covered by this section.

III. COMPENSATION

- 3.1 Salary. The District shall provide the Superintendent with an annual salary, the amount of which shall be approved in the annual budget. This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies for 226 days of service for each year. This Contract begins before the adoption of the next budget so the base salary for the first year shall be an amount no less than the Superintendent's annual salary in the current budget year. The Board also directs that the Superintendent receive applicable local stipends ("Retention" and "Longevity"), such that they are offered to employees of the District.
- 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 in Section 3.1, except by the mutual agreement of the parties hereto. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.
- 3.3 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of his duties as Superintendent of the District out of Cooke County. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, gasoline, hotels and

accommodations, meals, rental car, and other expenses incurred in the performance of his duties as Superintendent of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies and District administrative procedures and regulations except when traveling with the Board, at which time the Board's travel guidelines will apply.

- 3.4 Computer Benefit Option. The District shall provide for a personal laptop computer system and peripherals to be purchased and maintained for the Superintendent's business and personal use in the Superintendent's home office, all at the sole expense of the District.
- 3.5 Insurance. The District shall pay the premiums for hospitalization and major medical insurance coverage for the Superintendent and his family, if eligible and insurable, pursuant to the group health plan (TRS – Active Care 1) provided by the District for its administrative employees.
- 3.6 Vacation, Holidays, Sick Leave. The Superintendent may take, at the Superintendent's choice, and subject to the Board's approval, fifteen (15) days of vacation per year. The vacation days taken by the Superintendent will be taken at such a time or times as will least interfere with the performance of the Superintendent's duties as set forth in the Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for all District administrative employees and any additional holidays specifically stated for employees on twelve-month contracts. The Superintendent is hereby granted the same number of illness benefits and personal leave benefits as authorized by Board policy for all school employees on twelve-month contracts. On or before July 1 of each year, all unused vacation days that have accrued during the previous twelve months, ending on June 30, shall be paid to the Superintendent, calculated by dividing the annual salary by 226 days and multiplying that sum by the number of accrued but unused vacation days.
- 3.7 Professional Growth. The Superintendent shall devote his 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 his active attendance at the 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 his 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 him to attend such seminars, courses or meetings. The District does hereby agree to provide in the District's budget during the term of the 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 Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills.
- 3.8 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.
- 3.9 Outside Consulting Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, lecturing, or other professional duties and obligations (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses and/or be paid an honorarium for such Consulting Services at the expense of the District. Consultation

provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

IV. RESIDENCE

- 4.1 Residence. The Superintendent shall maintain a residence within the geographic boundaries of the District.

V. ANNUAL PERFORMANCE GOALS

- 5.1 Development of Goals. 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 and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

VI. REVIEW OF PERFORMANCE

- 6.1 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 goals of the District as developed under Section 5.1 above and to the duties of the Superintendent as outlined in the Superintendent's job description contained in Board policy, administrative procedures and regulations, the Code and herein.
- 6.2 Confidentiality. 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.
- 6.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with 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, such modification must be adopted at least one (1) year prior to its implementation.

VII. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

- 7.1 Renewal/Nonrenewal. Renewal or Nonrenewal shall be in accordance with the Board policy and applicable law.

VIII. TERMINATION OF EMPLOYMENT CONTRACT

- 8.1 Mutual Agreement. This Contract may be terminated by the mutual agreement of the Superintendent and the Board, upon such terms and conditions as may be mutually agreed upon.
- 8.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.
- 8.3 Dismissal for Good Cause. Pursuant to Section 21.212 (d) of the Texas Education Code, the Board may dismiss the Superintendent at any time for good cause as determined by the Board. The term "good cause" shall 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. (The terms and

conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent 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 possession or use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or of any 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 meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advance 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 the Board determines is 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) Any other reason constituting "good cause" under Texas law.

- 8.4 Termination Procedure. In the event that the Board terminates this Contract during the term for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

IX. MISCELLANEOUS

- 9.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and performable in Cooke County, Texas.
- 9.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement or as expressly provided herein.

- 9.3 Conflicts. In the event of any conflict between the terms, conditions, and provision 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 the Contract.
- 9.4 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 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.

EXECUTED this ____ day of _____, 2015.

ERA INDEPENDENT SCHOOL DISTRICT

By: _____
Jaret Kindiger
Secretary, Board of Trustees

Michael J. Brown
President, Board of Trustees

SUPERINTENDENT

Jeremy Thompson