
MINEOLA INDEPENDENT SCHOOL DISTRICT

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of MINEOLA INDEPENDENT SCHOOL DISTRICT (the “District”) and Howard Johnson (H. John) Fuller (the “Superintendent”).

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

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning January 1, 2015 and ending June 30, 2015. The Board and the Superintendent (the “Parties”) may extend the term of this Contract by agreement. The contract may be terminated with a 30 day notice by either party.
2. **Certification and Credentials.** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **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.
 - 3.2 **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, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements 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 records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **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:
 - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and 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.

- 4.2 Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his or her full time and energy to the performance of his or her 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.
- 5. Compensation.** The Board agrees to pay the Superintendent a daily rate of \$528.51 based on an annual salary in the sum of one hundred twenty one, twenty eight dollars (\$121,028) for 229 days of service. Salary shall be paid to the Superintendent in monthly installments consistent with the Board's policies.
- a. **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, 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.
- b. **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.
- 6. Benefits:** The Board shall provide benefits to the Superintendent as provided by state law and Board Policies including mileage and other travel expenses incurred while providing services to the District. 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.
- 7. Suspension.** The Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
- 8. Termination of Contract.** This contract may be terminated by either party at any time with 30 day notice. No compensation is due to the superintendent for early termination of contract.
- 9. General Provisions.**
- 9.1 Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 9.2 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.
- 9.3 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.

9.4 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's administration building is located.

9.5 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. Notices.

10.1 To the 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 Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivering the notice to the Superintendent or by sending the notice by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

10.2 To the Board: The Board agrees that the Superintendent may meet any legal obligation he or she has 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.

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

Superintendent: _____
Howard Johnson (H. John) Fuller

Date signed: _____

Mineola Independent School District

By: _____
Regan Brandon President, Board of Trustees

Date signed: _____

Retire/Rehire Addendum

If the Superintendent is receiving or has received retirement benefits through the Teacher Retirement System of Texas ("TRS") or any other retirement program (the "Retirement Benefits"), the Superintendent acknowledges the following:

1. The District cannot and does not make any guarantees regarding the Superintendent's continued right to receive the Retirement Benefits.
2. The Superintendent is relying on his or her own investigation and understanding of the law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which the Superintendent has retired. The Superintendent is not relying on any statements made by the District regarding the effect of District employment on the Superintendent's Retirement Benefits.
3. The Superintendent agrees not to sue or otherwise bring any claim against the District, its Board of Trustees, or any other employee or agent of the District for any loss or reduction in the value of the Superintendent's Retirement Benefits.
4. The District must report the Superintendent's employment to TRS. The Superintendent agrees not to sue or otherwise bring any claim against the District, its Board of Trustees, or any other employee or agent of the District based on such reports.

Superintendent: _____

Date signed: _____