

STATE OF TEXAS

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COUNTY OF BASTROP

SUPERINTENDENT CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the “Board”) of the Smithville Independent School District (the “District) and Ms. Cheryl Burns (the Superintendent).

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in the contract do hereby agree as follows:

1. The Board hereby employs the Superintendent for a term of three years beginning July 1, 2021, and continuing through June 30, 2024.
2. This Agreement is conditioned on the Superintendent providing the necessary certification and experience records, medical records, and other records required for district personnel files or payroll purposes according to district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. The Superintendent shall serve as the Chief Executive of the District and shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.
4. The Superintendent agrees to devote her time, skill, labor, and attention to performing her duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent’s professional responsibilities to the District.
5. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the sum of \$141,360. This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board’s policies.
 - (b) Other Benefits

- (1) Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses for out-of-district travel directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. 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: 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.
- (2) Insurance. The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its administrative employees.
- (3) Mobile Telephone. The District shall provide the Superintendent with a mobile telephone for business use. The Superintendent may use the phone for personal use, provided the personal use is not excessive.
- (4) Vacations, Holiday, Sick Leave. The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent duties as set forth in this Agreement. The Superintendent shall observe the same legal holidays and non-duty days as provided by Board policies and official calendars for administrative employees on twelve month contracts. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by board policies for administrative employees on twelve month contracts.
- (5) Professional Growth. The Superintendent may attend and participate in appropriate professional meetings, courses, and seminars at the local, state and national level, with the consent of the Board. The District agrees to pay the dues and fees for the Superintendent to join one professional and two local civic organizations of her choice, as approved by the Board.
- (6) The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
- (7) 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.

The evaluation meeting shall be held in closed executive session for the purpose of mutual evaluation of the performance of the District and the Superintendent. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvements in all instances where the Board deems performances to be unsatisfactory. The Superintendent shall have the right to make a written response to the evaluation. The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law. 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 be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The goals approved by the Board shall be specific, definitive and measurable.

- (8) The Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent-Board relationship. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law.
- (9) The Board may dismiss the Superintendent at any time for good cause in accordance with Texas law and Board policy.
- (10) This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- (11) A determination by the Board that a consolidation of the district with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
- (12) The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
- (13) The Superintendent may resign, with the consent of the Board, at any time or as allowed by state law.
- (14) The Board has 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 contract term.

- (15) Upon Board request, the Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, and to obtain a statement certifying that the Superintendent is physically able to perform her essential job functions with or without reasonable accommodation. This statement shall be filed with the President of the Board.

- (16) In the event any one 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. All existing agreements and contracts, both verbal and written between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

- (17) The District shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceedings brought against Superintendent in her official capacity provided the incident(s) which is (are) the basis of any claim or lawsuit, in the judgment of the Board of Trustee, arose while the Superintendent was acting within the course and scope of her employment with the District. This clause excludes criminal litigation and is limited by the authority of the District to provide such coverage under state law. The Superintendent hereby agrees to fully cooperate with the District and its authorized representatives in the handling of such claims, both during and after the term of employment with the District. The District may obtain insurance coverage to protect the Superintendent under this section.

For the Board of Trustees:

 President DATE: _____

 Superintendent DATE: _____