

SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF GREGG §

THIS AGREEMENT is made and entered into this, the 17th day of May, 2018, by and between the Board of Trustees (the "Board") of the Pine Tree Independent School District (the "District") and Mr. Steven Clugston (the "Superintendent"). The Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. 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 3 years, commencing on June 4, 2018 and ending on June 30, 2021. 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 state 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, express or implied, is created in continued employment beyond the Contract term.

II. EMPLOYMENT

2.1 Duties.

A. **Superintendent as District's Chief Executive.** 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 Texas Education Code, the job description, 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 be amended.

B. **Recommendations for Employment.** The Superintendent shall recommend for employment all professional employees of the District, subject to the Board's approval.

C. **Management of Employees.** It shall be the further duty and within the authority 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.

D. **Organization of District Personnel.** It shall be the further duty and within the authority 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.

E. **Acceptance of Resignations.** It shall be the further duty and within the authority 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.

F. **Final Authority.** Final authority for all actions for which the District may be responsible rests with the Board of Trustees.

G. **Standard of Care.** The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise.

H. **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions which are called to the Board's attention to the Superintendent for study, investigation, and/or appropriate action. The Superintendent shall investigate or otherwise analyze such referred matters and inform the Board of the results of such efforts and, where necessary, any recommendation for Board action necessary to address the matter(s).

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 State Board for Educator Certification and any other certificates required by law. If the Superintendent's certification expires, is canceled, or is revoked during the Term, this Contract is void.

2.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's 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, the Superintendent's evaluation, the Superintendent's job performance or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a

tribunal, or in such case as the Board deems necessary. In the event of illness or Board-approved absence, the Superintendent's designee may attend such meetings.

2.5 Indemnification. The Board contracts that the District shall defend, hold harmless, and indemnify the Superintendent for any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceedings brought against the Superintendent in his individual capacity or in his official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of his employment with the District. The District shall provide insurance coverage to protect the Superintendent as set forth herein. The District's obligation to indemnify, defend, and hold the Superintendent harmless under this paragraph survives the termination of this Contract.

III. COMPENSATION AND BENEFITS

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of \$175,000.00 per year. This salary shall be paid to the Superintendent in equal installments consistent with the Board's policies.

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 other than those contained in this section shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

A. Widespread Salary Reduction. 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 which 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.

3.3 Other Benefits.

A. Leave. The Superintendent is entitled to the same number of days of leave as authorized by Board policy for administrative employees on twelve-month contracts and shall be entitled to the same holidays and breaks as provided for other

twelve-month administrators in the Board's adopted calendar. The Superintendent shall be subject to the same schedule limitations on discretionary leave as set out in Board policy, except in extenuating circumstances as determined by the Board President. In addition, the Superintendent shall schedule leave days in consultation with the Board President, and at times that will least interfere with the performance of the Superintendent's duties.

B. 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. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel. Such actual or incidental 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.

C. Insurance Benefit. 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 employees.

D. Contract Professional Growth Benefit. To encourage the continued professional growth of the Superintendent, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and Board deem appropriate, to attend seminars, courses, or meetings in accordance with the Board's policies. The Board shall either pay directly or reimburse the Superintendent's annual membership dues for the Texas Association of School Administrators.

E. Civic and Community Activities Benefit. The Superintendent is encouraged to participate in community and civic affairs in accordance with the Board's policies.

F. Long Term or Permanent Disability. Should the Superintendent be unable to perform any or all of the duties of his position by reason of illness or accident, following complete exhaustion of all accrued vacation, personal, or other leave, the Superintendent shall be placed on unpaid leave from the District upon a determination of Long Term or Permanent Disability; provided, however, that the Board, in its sole discretion, may continue to pay the Superintendent in an amount and for a period which the Board deems appropriate.

G. Moving/Relocation Expenses/Reimbursement. In connection with the necessary relocation of the Superintendent and his family to the District, the District

shall reimburse the Superintendent for reasonable and necessary expenses incurred in moving the Superintendent and his family and belongings. The Superintendent shall document all expenses with receipts, cancelled checks or credit card statements and the District shall reimburse the Superintendent for all such documented expenses not to exceed \$5,000.00, within 30 days of the District's receipt of such documented expenses.

IV. ANNUAL PERFORMANCE GOALS

4.1 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.

V. REVIEW OF PERFORMANCE

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent in January of each year during the term of this Contract ("Superintendent's Evaluation"). The Superintendent's evaluation instrument and process shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description, state law, state rules or regulations, and Board policy. Review of the goals and discussion of performance will be done quarterly.

5.2 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.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with Article V of this Contract, 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 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.

VI. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

6.1 Renewal/Nonrenewal. Renewal or nonrenewal of this Contract shall be in accordance with Board policy, Texas Education Code Chapter 21, and applicable law.

VII. SUSPENSION UNDER EMPLOYMENT CONTRACT

7.1 **Suspension.** The Board may suspend Superintendent without pay during the term of this Contract for good cause as determined by the Board, pursuant to Texas Education Code Chapter 21. The Board may place the Superintendent on paid administrative leave with continued full salary and benefits at any time.

VIII. TERMINATION OF EMPLOYMENT CONTRACT

8.1 **Mutual Agreement.** This Contract shall 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.

8.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

8.3 **Dismissal for Good Cause.** The Board may terminate and dismiss the Superintendent during the term of the contract for good cause pursuant to Texas Education Code Chapter 21. The term "good cause" is defined as follows:

- (a) Deficiencies raised in evaluations, supplemental memoranda, or other communications from the Board;
- (b) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (c) Incompetence or inefficiency in the performance of required or assigned duties;
- (d) Insubordination or failure to comply with lawful Board directives;
- (e) Failure to comply with the Board's policies or the District's administrative regulations;
- (f) Neglect of duties;
- (g) Drunkenness or excessive use of alcoholic beverages;
- (h) Failure to meet the District's standards of professional conduct;
- (i) Illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes;

- (j) Conviction of or deferred adjudication for any felony or crime involving moral turpitude, or other offense listed at DH(LOCAL), or conviction of a lesser included offense pursuant to a plea agreement when the original charged offense is a felony;
- (k) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (l) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (m) 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 behavior inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (n) Behavior that presents a danger of physical harm to a student or other individuals;
- (o) Assault on a person on District property or at a school related function, or on an employee, student, or student's parent regardless of time or place;
- (p) Knowingly falsifying records or documents related to the District's activities;
- (q) Falsification or omission of required information on an employment application;
- (r) Misrepresentation of facts to the Board or other District officials in the conduct of the District's businesses;
- (s) Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the Commissioner of Education;
- (t) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit;
- (u) Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel;

- (v) Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law; and/or
- (w) Any other reason constituting “good cause” under Texas law or the decisions of the Commissioner of Education.

8.4 Termination Procedure. In the event that the Board terminates this Contract for good cause, the Superintendent shall be afforded all the rights as set forth under Texas Education Code Chapter 21, the Board’s policies, and state and federal law.

IX. MISCELLANEOUS

9.1 Choice of Law and Venue. This Contract shall be governed by the laws of the State of Texas, without regard to any choice of law provisions therein, and shall be performable in Gregg County, Texas, unless otherwise provided by law. Venue for any action under this Contract shall be proper in state courts located in Gregg County, Texas or a federal court of the Eastern District of Texas.

9.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied or amended except by written agreement of the undersigned parties, except as expressly provided herein. Upon its effective date, this Contract supersedes all prior written and/or verbal agreements and contracts between the parties.

9.3 Conflicts. 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 the Board’s policies or any such law shall take precedence over contrary provisions of the Contract.

9.4 Paragraph Headings. The headings used at the beginning of each section or paragraph in this Contract are not intended to have any legal effect and are for purposes of convenience. Such headings do not limit or expand the meaning of the paragraphs which follow them.

9.5 Legal Representation. Both parties have been represented by legal counsel of their choice or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

9.6 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 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.

X. NOTICES

10.1 **Notices to Superintendent.** The Superintendent agrees to keep a current address on file with the District's human resources office and with the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

10.2 **Notices to Board.** The Board agrees that the Superintendent may meet any legal obligation 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's and Vice President's respective addresses of record as provided to the District.

PINE TREE INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT


By: 
Mr. Frank Richards
President, Board of Trustees

By: 
Mr. Steven Clugston

Date: 5-18-18

Date: 5-17-18

ATTEST:

By: 
Mr. Jim Cerrato
Secretary, Board of Trustees

Date: 5-18-18