

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective February 8, 2017, by and between the Board of Trustees (the "Board") of the Burleson Independent School District (the "District") and Dr. Bret Jimerson (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(b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

#### I. Term

1.1 **Term.** 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 years ending on January 31, 2020. 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. Failure to reissue the contract for an extended term shall not constitute a non-renewal under law or Board policy.

1.2 **No Tenure.** 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.** The Superintendent is the educational leader and chief executive officer of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by state law and in 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 hereafter be amended. Specifically, it shall be the duty of the Superintendent to assume administrative responsibility and leadership for the planning, organization, operation, supervision and evaluation of the educational programs, services and facilities of the District and for the annual performance appraisal of the District's staff, and 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, supervise, 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 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. The Superintendent shall devote substantially all of his time, skill, labor, and attention to the performance of his duties during the term of this Contract. The Board

expects the Superintendent to participate and be a visible presence at school and community activities as appropriate to, and consistent with, the professional role of the Superintendent. The Board may assign additional duties and may change the Superintendent's responsibilities at any time during this Contract, provided that 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 **Residence.** The Superintendent shall reside in the District.

2.3 **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 or the Texas Education Agency and any other certificates required by law. Failure by the Superintendent to maintain certification shall render this Contract void and subject to termination in accordance with applicable law.

2.4 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.5 **Board Meetings.** The Superintendent shall attend, and shall be permitted to 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 evaluation, or for purposes of Board-Superintendent relations, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

2.6 **Board Committee Meetings.** The Superintendent or the Superintendent's designee shall be an ex-officio member of all committees of the Board and shall attend all Board Committee Meetings and Board-authorized and approved citizen committee meetings. Further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.

2.7 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

2.8 **Indemnification.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any

such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. 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 2.8 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 2.8 shall survive the termination of this Contract.

### **III. Compensation**

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Thirty-Two Thousand Four Hundred Fifty and 08/100 Dollars (\$232,450.08). This annual salary rate shall be paid to the Superintendent in equal monthly installments, consistent with the Board's policies and the District's payroll procedures, minus all applicable deductions. The parties agree that there will be 240 work days during each year of the term of this Contract and the daily rate of compensation is \$968.54.

3.2 **Continued Employment Incentive.** As incentive for the Superintendent's continued employment with the District, the Superintendent shall receive a monthly stipend of \$2,000.00 per month.

3.3 **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 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board decision and shall be in the form of a written addendum to this Contract or a new contract. Such adjustment shall be exclusive of any insurance policy or other benefits, unless specifically provided in the addendum or new contract. If such adjustments are made during a contract year, then the new salary shall not become effective until the beginning of the next full contract year unless made effective at a different time by action of the Board.

3.4 **Automobile Allowance.** The District shall provide the Superintendent with an automobile allowance, in addition to his salary, in the amount of \$1,694.57 per month for the Superintendent's business and personal use of his automobile, which allowance shall be paid to the Superintendent monthly, in a manner that is consistent with the Board's policies and the District's payroll procedures, minus all applicable deductions.

3.5 **Teacher Retirement System Offset.** The District shall pay the value of the Superintendent's portion of his Teacher Retirement System contribution each month. This additional salary supplement shall be paid to the Superintendent monthly, consistent with the Board's policies and the District's payroll procedures, minus all applicable deductions.

3.6 **Insurance.** The District shall pay the monthly premiums, for the Superintendent and his family, if eligible and insurable, for any group health, vision, dental, and other insurance coverages made available to other employees of the District. The cost of the group health insurance premiums that exceeds the amount provided by the District for other District employees shall be taxable compensation to the Superintendent that is subject to federal income tax withholding.

3.7 **Term Life Insurance.** The District shall pay the monthly premiums for the Superintendent's current term life insurance policy in the amount of \$500,000.00 coverage; said premiums to be paid in monthly installments consistent with the Board's policies.

3.8 **Disability Insurance.** The District shall pay the monthly premiums for the Superintendent's current disability insurance coverage; said premiums to be paid in monthly installments consistent with the Board's policies.

3.9 **Expenses.** 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, gasoline, 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 reimbursement procedures and documentation requirements in accordance with Board policies.

3.10 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, fifteen (15) work days of vacation annually, the days to be taken 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's duties as set forth in this Contract. Accrued but unused vacation days may accumulate and can be carried forward from year to year for the Superintendent's use; provided however, the Superintendent shall not receive any compensation for such accrued but unused vacation days, may not exhaust all accrued vacation days at the end of his employment with the District, and said days shall have no cash value at any time. The Superintendent shall observe the same legal holidays and breaks as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is also hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, in addition to vacation leave.

3.11 **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. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators, the

Texas Association of School Administrators, and the State Bar of Texas, as well as other memberships which the Superintendent and Board mutually agree are necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership. In addition, the District shall pay the Superintendent's annual attorney occupation tax.

**3.12 Civic Activities.** The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

**3.13 Outside Consultant Activities.** Any outside employment or consulting activities of the Superintendent ("Consulting Services") must not conflict or interfere with the Superintendent's professional responsibilities to the District and shall require Board approval at an open meeting with agenda notice in advance of accepting such Consulting Services. If the Board approves such Consulting Services, then the Superintendent understands and agrees to use accrued vacation for periods of absence. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law, and comply with ethics rules and Board policy regarding reporting potential and actual conflicts of interest. The Superintendent agrees to provide information regarding income from Consulting Services to the District as necessary for financial reporting requirements.

#### **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 Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals ("District Goals"). The Superintendent shall submit to the Board for its approval a plan to implement the District Goals. The Superintendent and the Board shall meet biannually to assess the District Goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The District Goals shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

#### **V. Review of Performance**

**5.1 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 Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

5.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and the evaluation shall be considered confidential to the extent permitted by law, provided, however, the Board may approve the evaluation in an open meeting with agenda notice. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel. The Superintendent shall retain a copy of the evaluation and a copy shall be kept in a sealed envelope in the Superintendent's personnel file in the District's Human Resources Office.

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 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 shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. It is also agreed that the Superintendent and Board will hold at least a semi-annual evaluation conference with a format agreeable to both sides. 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 before being evaluated.

## **VI. Extension, Renewal, or Nonrenewal of Employment Contract**

6.1 **Extension/Renewal/Nonrenewal.** Extension, renewal, and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, not later than 60 days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

## **VII. Termination of Employment Contract**

7.1 **Mutual Agreement.** This Contract may 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.

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

7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- (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 from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency 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 use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or 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 advanced 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) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; or,
- (q) Any other reason constituting "good cause" under Texas law.

**7.4 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 in the Board's policies and state and federal law.

**7.5 Resignation of Superintendent.** The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 60th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

## **VIII. Miscellaneous**

**8.1 Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Johnson County, Texas, unless otherwise provided by law.

**8.2 Complete Agreement.** 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.

8.3 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this 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.

8.4 **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 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.

Executed this 8 day of February, 2017.

BURLESON INDEPENDENT SCHOOL  
DISTRICT

By: \_\_\_\_\_

Shawn Minor  
President, Board of Trustees

SUPERINTENDENT

By: \_\_\_\_\_

Dr. Bret Jimerson

ATTEST

By: \_\_\_\_\_

Pat Worrell  
Secretary, Board of Trustees