

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of the CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (the "District") and DR. BOBBY C. BURNS (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 July 01, 2009 and ending June 30, 2012.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. In the event the Superintendent's certification is canceled, or is revoked, then at the time of the earliest occurrence of any of those events, the parties agree that the parties' respective duties with respect to any future performance under this contract shall be terminated.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract.** The Superintendent represents and warrants that he has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, and any other adjudication of the Superintendent. The Superintendent understands that a criminal history record of the Superintendent, acceptable to the Board, at its sole discretion, is a condition precedent to the Board entering 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, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within three calendar days or any shorter period specified in Board policy of the event. Failure to comply with this requirement shall constitute good cause for board action, including but not limited to termination of this contract.
 - 3.3 **False Statements and Misrepresentations.** The Superintendent represents and warrants that all records and information provided in connection with his employment application to the Board are true and correct. Any false statements, misrepresentations, material omissions of requested information, and/or fraud by the Superintendent in or concerning any required records or in the employment application are grounds for termination and/or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent shall devote his time, attention and energy to the direction, administration, and supervision of the District. The Superintendent agrees to perform his duties as follows:

- 4.1 **Authority.** The Superintendent shall perform the duties and have the powers prescribed by the law and the Board. The Board may assign additional duties to the Superintendent and change the Superintendent's responsibilities or work at any time during this Contract, but the duties shall be appropriate to and consistent with the professional role of the Superintendent.
- 4.2 **Standard.** Except as otherwise permitted by this Contract or Board action, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with at least reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.3 **Evaluation.** The Board shall evaluate, in writing, the Superintendent's performance at least once each year during the term of this Contract. The evaluation format and procedure shall comply with the law and Board policy. Unless the Superintendent expressly requests otherwise, the Board shall conduct the evaluation of the Superintendent in closed session. In addition, the Board shall treat the completed evaluation instrument as confidential to the extent required or permitted by law. However, the Board and Superintendent may share the Superintendent's completed evaluation instrument with their respective legal counsel, who shall also maintain its confidential character.
- 4.4 **Attendance at Meetings.** Except as allowed below, the Superintendent shall attend all open meetings of the Board. The Superintendent shall also attend all closed meetings of the Board, unless the Board decides to exclude the Superintendent. If the Superintendent is unable to attend any meeting or has obtained the approval of the presiding officer of the Board, to be absent from a board meeting, the Superintendent's designee shall attend the meeting in place of the Superintendent.
- 4.5 **Residence in the District.** The Superintendent shall reside within the District within 270 days of the execution of this Contract and shall maintain his residency in the District thereafter during the term of this Contract and any subsequent extensions.
5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 5.1 **Salary.**
- The District shall pay the Superintendent an annual salary in the amount of two hundred twenty five thousand dollars (\$225,000.00) per year for the first one-year period, and a salary to be fixed by the Board for each of the remaining years of this Contract. The salary for each remaining year shall not be less than the salary for the first year.

5.2 **Benefits.** The District shall provide benefits to the Superintendent as provided by state law and Board policies. 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. In general, benefits provided to the Superintendent will be consistent with those provided to every other full time employee in the district.

5.2.1 **Vacation.** The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar. The Superintendent shall schedule vacation and leave days with prior written approval of the Board President (or, in the Board President's absence, the presiding officer) and at times that will least interfere with the performance of the Superintendent's duties.

5.2.2 **Payment for Accrued Leave.** The District shall pay the Superintendent accrued, unused state and local leave days consistent with other full time district employees upon the Superintendent's resignation from employment provided the Superintendent provides at least 120 days written notice of resignation. The payout will be calculated using the Superintendent's daily rate of pay at the time of resignation, computed by dividing the Superintendent's annual salary by 230 days.

5.2.3 **Membership Dues.** The Board encourages the Superintendent to be a member of and participate in professional associations and community and civic affairs, including the chambers 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 District shall pay for or reimburse the Superintendent for the cost of memberships in up to three state or national educational organizations such as TASA. The District shall pay for or reimburse the Superintendent for the costs of memberships in the Chambers of Commerce that serve the cities served by the District. The District shall pay for or reimburse the Superintendent for the costs of memberships in one Rotary Club per city served by the District.

5.2.4 **Business Expense Reimbursement.** The district shall reimburse the Superintendent, according to Board policies, for expenses incurred by the Superintendent in the performance of the Superintendent's duties.

5.2.5 **Professional Growth Activities.** The Board encourages the continued professional growth of the Superintendent through reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, with advance approval of the Board. The District shall reimburse the Superintendent for the reasonable expense of such activities in accordance with the adopted budget and the Board's policies regarding expense reimbursement.

5.2.6 Physicals, Et Al. Within 60 days of the execution of this Contract, and on an annual basis thereafter, the Superintendent shall submit to complete medical evaluations, which may include, but not necessarily limited to, physical and psychological examination(s), at the District's expense, performed by health care providers of the District's election as set out below. In addition to the annual evaluations, the Board may, at any time, request a complete medical and/or psychological evaluation of the Superintendent and the Superintendent shall cause the results of same to be submitted to the Board within 45 days of the Superintendent's receipt of the request.

The Board shall furnish the Superintendent with a list of three (3) health care professionals for each requested evaluation. The Superintendent shall elect one health care professional from each list of the names furnished to perform the requested evaluation(s).

For purposes of this, Superintendent expressly waives any confidentiality with respect to his healthcare information, such that the health care provider(s) performing the evaluation(s) are able to and shall share their respective findings, opinions, and diagnoses with the Board. Nothing herein allows the Board to disclose confidential information other than as provided by law.

In the event the Superintendent fails or refuses to timely submit to any of the evaluations called for under this Contract, any such failure or refusal shall constitute good cause for termination of the Contract by the Board.

6. **Suspension, Termination, and Dismissal for Good Cause.** The Board may dismiss, suspend, and/or terminate the Superintendent during the term of this Contract for good cause.

6.1 **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause.

6.2 **Termination or Dismissal.** The Board may dismiss the Superintendent during the term of this Contract for good cause. Any termination or dismissal will be pursuant to Texas Education Code chapter 21.

6.3 **Good Cause.** "Good Cause" includes, but is not limited to the following:

- (a) Failure or refusal 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
- (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 on or off-duty;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by law on or off duty.
- (h) Being placed upon community supervision or being convicted 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 that 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 matter constituting "good cause" under law.

7. **Nonrenewal of Contract.** Nonrenewal of this Contract or resignation under this Contract will be pursuant to Texas Education Code chapter 21.

8. **General Provisions.**

8.1 **Amendment.** This Contract may not be amended except by written agreement of the Board and the Superintendent (the "Parties").

8.2 **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.

8.3 **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 and any addenda constitute the entire agreement between the Parties.

8.4 **Applicable Law and Venue.** Texas law shall govern this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be conducted in Dallas County, Dallas Texas. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in Dallas, Texas.

8.5 **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.

9. **Notices.**

9.1 **To 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 the Superintendent written notice by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

9.2 **To Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice 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: Bobby C. Burns
Dr. Bobby C. Burns

Date signed: 7-1-2009

CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT

By: Lynn Chaffin
Lynn Chaffin, President, Board of Trustees

Date signed: 7/1/2009