

THE STATE OF TEXAS     §

COUNTY OF COLLIN     §

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

This contract is entered into and made by and between the Board of Trustees (the "Board") of the **Anna Independent School District**, (the "District"), and **Michael Comeaux** (the "Superintendent"), and is entered into in accordance with the Texas Education Code, Chapter 21, Subchapter E, and as recorded in the official minutes of the meeting of the Board held on the 23th day of April 2018.

**1. TERM**

- 1.1 The Board, by and behalf of the District, has employed and does employ Superintendent, and Superintendent accepts employment, as Superintendent of Schools for a term commencing on May 15, 2018, and ending on June 30, 2021. Each contract year after the first shall begin on July 1 of the corresponding calendar year. At any time during the contract year, the Board may elect in its sole discretion to extend or renew this Contract effective as of the end of that contract year; provided that the total term remaining after any extension or renewal of this Contract shall not exceed five years.
- 1.2 Superintendent shall be employed and shall serve in his capacity as Superintendent for two hundred and twenty six (226) days per year. Both parties agree that said employee shall perform the duties of Superintendent of Schools in said District as provided by the laws of the State of Texas and under the terms agreed to by both parties as provided below.

**2. DUTIES AND RESPONSIBILITIES**

- 2.1 The Superintendent shall act as the educational leader, chief executive officer and chief administrator of the District and shall have charge of the administration of the schools of the District under the direction, supervision and authority of the Board. The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in state law, his job

description and as may be assigned from time to time by the Board. The Superintendent shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended.

2.2 The Superintendent hereby agrees to devote substantially all of his time, skill, labor and attention to the performance of his duties during the term of this Contract.

2.3 The Board, individually or as a body, shall promptly refer all criticisms, complaints and suggestions from community members, students, parents and staff to the Superintendent or his designee for resolution or study and recommendation.

2.4 The Superintendent shall attend, and shall be permitted to attend, all public meetings of the Board and all Closed meetings of the Board unless excused by the Board, and shall participate in the deliberations of the Board on all matters with the exception of those meetings devoted to the consideration of his contract renewal and/or the Superintendent's salary.

2.5 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 on the Superintendent's Contract, or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's performance and/or evaluation, or when the board is acting in its capacity as a tribunal, or to consider interpersonal relationships between individual Board members.

### 3. REASSIGNMENT

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

### 4. LEGAL DEFENSE

4.1 The Board contracts that the District shall provide a legal defense to Superintendent in connection with any and all demands, claims, suits, actions, or 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 professional liability insurance coverage to protect the Superintendent as set forth herein. The District's obligation to provide a legal defense to the Superintendent under this paragraph survives the termination of this Contract.

## 5. DEVELOPMENT OF GOALS

- 5.1 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.

## 6. COMPENSATION, SALARY AND BENEFITS

- 6.1 The Superintendent shall be paid a base salary of \$175,000.00 per annum to be paid in twenty four (24) equal installments, in accordance with the schedule of salary payments in effect for other certified employees of the District. 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 this Section 6.1 except by mutual written 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.
- 6.2 The District shall reimburse for group health and hospitalization insurance for the Superintendent, the amount established by the amount paid to certified employees of the district.
- 6.3 The Superintendent may take, at the Superintendent's choice ten (10) 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 as will least interfere with the performance of the Superintendent's duties as set forth in this Contract.

- 6.4 The District shall reimburse the Superintendent for school related expenses. This shall include travel both in and out of the District and travel related expenses including but not limited to meals and hotel expense.
- 6.5 The District shall allow up to \$1,000.00 for public relations fund to be used by the Superintendent in the area of community/school public relations.
- 6.6 In addition to the base compensation reflected in Section 6.1, the Superintendent shall receive a One Hundred – Fifty and NO/100 Dollar (\$150.00) allowance per month during the Superintendent's employment with the District to cover the reasonable and necessary costs of telecommunication access such as mobile phone service, and internet access. The Superintendent shall maintain a personal account for mobile telephone service and home internet access ("Personal Accounts") and shall not open any home account in the name of the District. The Superintendent shall have total responsibility for payment of his Personal Accounts and the District shall have no obligation or responsibility for payment of the Superintendent's Personal Accounts other than the monthly payment to the Superintendent of the telecommunications allowance state herein.
- 6.7 Prior to accepting his duties as Superintendent on May 15, 2018, should the district require or request the presence of the Superintendent at the District to consult, the District will pay the Superintendent's daily rate and travel expenses to and from his current residence to the District. Daily rate shall be calculated by dividing the salary in 6.1 by 226 days.
- 6.8 The District shall provide the Superintendent with a laptop computer for both professional and personal use, at the sole expense of the District. The Superintendent may, in the Superintendent's discretion, purchase a new replacement laptop computer every two years during the term of this Contract for the advantages offered by the then current laptop computer technology.
- 6.9 The District shall provide to the Superintendent a one-time payment of seven thousand – five hundred dollars (\$7,500.00) for moving and relocation expenses when the Superintendent has established permanent residency in the district.

## 7. MEMBERSHIPS IN PROFESSIONAL AND CIVIC ORGANIZATIONS

- 7.1 The District encourages the continuing professional growth of the Superintendent through participation in professional organizations and activities. Toward that end, the District shall pay the membership fees dues and other expenses associated with the Superintendent's participation in three (3) professional organizations selected by the Superintendent.
- 7.2 In its encouragement of the Superintendent to grow professionally, the Board shall permit reasonable release time for the Superintendent, as the Board and Superintendent shall agree and deem appropriate to attend seminars, courses or meetings in accordance with the Board's policies. The necessary and reasonable expense of such activities shall be reimbursed by the District; however, the expenses shall not exceed the approved annual budget for such expenses and activities. The Superintendent may hold office in such professional organizations, serve as a consultant to other school districts or educational agencies, teach, lecture, engage in writing activities and speaking engagements, and engage in other similar activities that are of short-term duration and do not interfere with the performance of his duties as Superintendent.
- 7.3 The Board and Superintendent agree and acknowledge that the Superintendent's participation in community and civic affairs is an important function of the Superintendent's role to develop and foster District-community relationships. The membership fees, dues and other expenses associated with the Superintendent's participation in two (2) such civic organizations selected by the Superintendent in his discretion shall be borne by the District.

## 8. FITNESS FOR DUTY AND COMPLIANCE WITH PROFESSIONAL AND ETHICAL STANDARDS

- 8.1 This contract is conditioned on the Superintendent furnishing and maintaining, throughout the term of his employment as Superintendent of Schools, a valid and appropriate certificate to act as Superintendent of Schools in the State of Texas as prescribed by the laws of the State and by the regulations of the State Board of Education and the State Board of Educator Certification. The Superintendent

shall also be subject to a criminal record check as required by law. Employment under this agreement is conditioned upon such results being favorable.

- 8.2 The Superintendent shall at all times during this Contract obey and act consistently with all federal, state and local laws and regulations, including Board Policies.
- 8.3 The Superintendent shall, at all times during this Contract, act in accordance with all applicable professional standards and ethical rules and practices of the profession. These include, but are not limited to, the Code of Ethics and Standard Practices for Texas Educators (19 Texas Administrative Code §274.2), the Texas Professional Standards for the Superintendency (19 Texas Administrative Code §247.15[b]), and the Professional Standards for the Superintendency (American Association of School Administrators, 1993).
- 8.4 The Superintendent shall undergo an annual physical examination performed by a physician licensed to practice medicine in the State of Texas and who is mutually acceptable to the Board and Superintendent. The physician shall submit a confidential statement to the Board verifying the Superintendent's fitness to perform his official duties, and copies of all such statements shall be confidential to the extent permitted by law. The District shall pay all reasonable costs of the annual physical examination.

## 9. ANNUAL REVIEW AND APPRAISAL OF SUPERINTENDENT-BOARD RELATIONS AND PERFORMANCE

- 9.1 The Board and Superintendent shall meet together at least once each year for the purpose of reviewing and appraising their respective roles and the Superintendent-Board relationship. Generally, such meeting shall occur in January or February each year. The Board shall first meet alone to compile the evaluation instrument, and then, on the same evening, with the Superintendent to review the document. A similar format may also be followed in July of each year for the purpose of reviewing and updating the evaluation document and reviewing the Superintendent's performance. The Board reserves the right to conduct appraisal reviews of the Superintendent from time to time during the year as it deems

appropriate. The Superintendent's evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description. Unless the Superintendent expressly requests otherwise in writing, 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. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board and in accordance with the provisions of this Section 9.1, 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, and such modification results in new or different expectations, the Superintendent shall be given a reasonable period of time before being evaluated thereunder.

- 9.2 The Board may consider any extension of this Contract at the time it conducts its annual appraisal, or at any time it deems appropriate during the Contract term.
- 9.3 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 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. 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.

## 10. TERMINATION AND NONRENEWAL

- 10.1 This Contract may be terminated at any time by mutual agreement in writing of the Superintendent and the Board upon such terms and conditions as may be mutually agreed to by the parties
- 10.2 This Contract shall be terminated upon the resignation of the Superintendent, provided that the notice of resignation is submitted no less than six months before the effective date of resignation. It is further agreed that this Contract shall be terminated at any time upon the request of the Superintendent and with the consent of the Board, provided that a reasonable and mutually acceptable period of time is allowed between the submission of the request to the Board and the effective date of the resignation.
- 10.3 This Contract shall be automatically terminated upon the retirement or death of the Superintendent, and in such event the District shall have no further obligation to the Superintendent or his estate.
- 10.4 The District has not adopted any tenure policies, and the Superintendent shall have no property interest in this Contract beyond its stated term. The Board may elect in its sole discretion to nonrenew this Contract at the end of its term, subject to the provisions of Chapter 21, Subchapter E, of the Texas Education Code.
- 10.5 In the event the Superintendent shall become physically or mentally unable to perform his usual duties as Superintendent for other than by reason of temporary illness or incapacity, and the Superintendent has exhausted all accrued paid leave, the Board, at its option, may terminate this Contract and the employment of the Superintendent. In the event of such illness or accident, following complete exhaustion of all accrued paid leave, the Superintendent shall be placed on unpaid leave from the District, pending recovery or termination in accordance with the terms hereof. "Temporary illness or incapacity" means a physical or mental inability to perform the usual duties of Superintendent for a period lasting no longer than ninety (90) days following the exhaustion of all accrued paid leave. At the request of a majority of the members of the Board, the Superintendent may be required to provide medical verification of fitness for duty from a duly licensed medical doctor mutually agreeable to the parties. In such event, all expenses shall



be borne by the District. Agreement as to the physician to perform such medical verification shall not be unreasonably withheld by either party, and in the event of no agreement, the physician selected under paragraph 8.4 for the Superintendent's most recent physical shall be used.

- 10.6 The Board may dismiss the Superintendent for good cause as determined by the Board; provided however, that the Board does not arbitrarily or capriciously call for his dismissal, and that prior to termination of this Contract for good cause, the Superintendent shall have the right to receive written notice of the grounds for proposed termination, and an opportunity for a hearing before an independent hearing examiner as provided under Texas Education Code Chapter 21, subchapter F.
- 10.7 If either party chooses to be represented by legal counsel in the event of any hearing or dispute arising under this Contract or the termination or nonrenewal thereof, any resulting legal expenses will be solely the responsibility the party employing such legal counsel.

#### 11. MISCELLANEOUS

- 11.1 The Superintendent and Board shall fulfill all aspects of this Contract. Any exception thereto shall be by mutual consent of both parties and attached as a written amendment hereto.
- 11.2 Failure to fulfill the obligations agreed to in this Contract by either party may be reported by the other party to the Commissioner of Education of the State of Texas, to the State Board of Educator Certification and/or to the appropriate professional associations for the purpose of obtaining redress or sanction.
- 11.3 This Contract shall be governed by the laws of the State of Texas, and shall be performed in Collin County, Texas, unless otherwise provided by law.
- 11.4 This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, and approved by the Board at a lawfully noticed meeting, except as expressly provided herein.
- 11.5 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 provided 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.

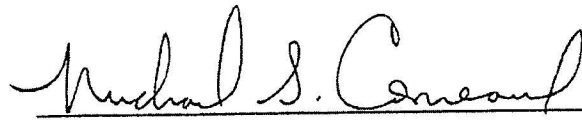
- 11.6 In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, 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.

11.7 Notices.

To Superintendent: The Superintendent agrees to keep a current address on file with the District's Human Resource office and 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.

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 and Vice President's addresses of record, as provided to the District.

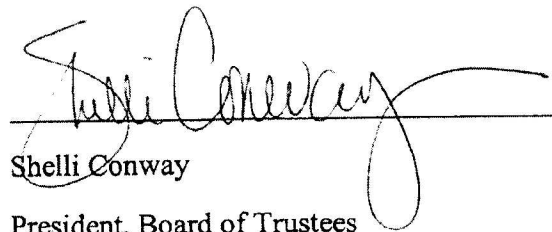
ENTERED the 23<sup>rd</sup> day of April 2018.

A handwritten signature in cursive script, reading "Michael S. Comeaux", written over a horizontal line.

Michael Comeaux

Superintendent

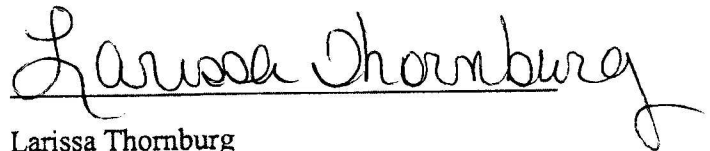
Anna Independent School District

A handwritten signature in cursive script, reading "Shelli Conway", written over a horizontal line.

Shelli Conway

President, Board of Trustees

Anna Independent School District

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Larissa Thornburg

Secretary, Board of Trustees

Anna Independent School District