

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 16th day of November, 2017; by and between the Board of Trustees, ("Board") of the Eagle Mountain-Saginaw Independent School District ("District") and Jim F. Chadwell ("Superintendent").

I.

TERM OF EMPLOYMENT

The Board, by and on behalf of the District, does hereby employ the Superintendent under Section 11.201(b) and Section 21.201 *et seq.* of the Texas Education Code as Superintendent of the District, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term commencing on November 16, 2017 and ending on May 31, 2021. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend or renegotiate the Contract to a term permitted by state law. This Contract creates no property interest of any kind beyond the period of time stated in the Contract.

II.

EMPLOYMENT

2.1. **Duties.** The Superintendent shall be the chief executive officer and educational leader of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall administer the School District in accordance with all lawful Board directives, state and federal law, and District policy, rules and regulations, as they exist or may hereafter be amended, such laws, policies, rules, and regulations being expressly made a part of this Contract.

Specifically, it shall be the duty of the Superintendent to recommend for employment or hire all new personnel for the District subject to and consistent with the Board's policies and state and federal law. It shall be the further duty 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. It shall further be the duty of the Superintendent to organize, reorganize and arrange the staff of the District subject to Board policies and state and federal law and to develop and establish administrative regulations, rules and procedures which the Superintendent deems necessary for the efficient and effective operation of the District and which are consistent with the Board 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

that the Superintendent's resignation must be accepted by the Board. The Superintendent shall perform his duties for the District to the best of his ability. 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. **Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, and shall participate in the deliberations of the Board on all matters with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, to the Superintendent's salary and benefits as set forth in the Contract and/or the Superintendent's evaluation, to the resolving of conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal and the Superintendent has appeared as a party or presented on behalf of the District in the hearing. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

2.3. **Board Committee Meetings.** The Superintendent 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.

2.4. **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.

2.5. **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 Texas Education Agency.

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

2.7. **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.

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 2.7 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 2.7 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 FIFTY-TWO THOUSAND TWELVE DOLLARS AND 98/100 DOLLARS (\$252,012.98). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies, and on a pro-rated basis for any partial contract year (July 1 of each year to June 30 of the following year). This salary provision shall replace and supersede immediately any salary provision in previous contracts between the parties.

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 shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract, and 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, 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.

3.3. Other Benefits

3.3.1. **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 the reasons of district-related travel to destinations outside of Tarrant County, Denton County, Wise County and Dallas County; such costs may include, but are not limited to, gasoline, mileage, hotels and accommodations, meals, rental car and other expenses incurred in the performance of the business of the District. Superintendent shall provide documentation for such expenses in accordance with District policy.

3.3.2. **Superintendent Allowance.** In addition to those expenses described in 3.3.1, the District shall pay the Superintendent ONE THOUSAND EIGHT HUNDRED NINETY and 32/100 Dollars (\$1890.32) per month.

3.3.3 **Vacations, Holidays, Sick Leave.** The Superintendent shall be privileged to 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 times or times as will least interfere with the performance of the Superintendent's duties as set forth in the Contract.

The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The term "legal holiday(s)" includes days for which the District's central administration office is closed. 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.

3.3.4. **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 and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall also encourage the participation of the Superintendent in pertinent education seminars and courses by public or private institutions or by educational associations, as well as the participation in the 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 District shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and 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 and the Texas Association of School Administrators, 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 costs and expenses for such attendance or membership.

3.3.5. **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. The Superintendent will communicate with the Board regarding such activities. The Board shall 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.

3.3.6. Outside Employment and Consulting Activity. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. Any Consulting Services of the Superintendent requires Board approval in advance of accepting such Consulting Services. To the extent allowed by law, the Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Prior to the Superintendent leaving the District for consulting purposes, the Superintendent shall notify the Board President regarding the dates and length of time the Superintendent will be out of the District for each consultation. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

3.3.7 Car Allowance. Due to the nature of the responsibilities and duties of the Superintendent as the Chief Administrator and Executive Officer of the District and in lieu of mileage expense reimbursement for travel in Tarrant County, Denton County, Wise County and Dallas County, the District shall provide Superintendent with an automobile allowance in the sum of FIVE HUNDRED FIFTY AND No/100 DOLLARS (\$550.00) per month, to be paid each month in a lump sum payment.

3.3.8. Cell Phone Allowance. The District shall provide the Superintendent with a communications allowance in the sum of ONE HUNDRED AND No/100 DOLLARS (\$100.00) per month. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to such personal account other than the monthly payment to the Superintendent of the mobile telephone allowance stated herein

3.3.9 Employee Benefit Plans. The Superintendent shall be entitled to participate in 401(a) and 457 Employee Benefit Plans established by the District under the same terms and conditions set out in the plan document for such plans applicable to all employees of the District. The Superintendent may participate in a salary reduction agreement with the District as provided by Section 403(b) of the Internal Revenue Code and guidelines established by the Texas Teacher Retirement System.

3.3.10 Teacher Retirement System. As supplemental salary, the District shall pay an amount equal to the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System (both retirement and TRS Care portions) in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

3.3.11 Life Insurance. The District shall reimburse the Superintendent up to ONE HUNDRED SIXTY-FIVE AND No/100 DOLLARS (\$165.00) per month for a life insurance policy to be purchased and administered by the Superintendent. Ownership of any policy purchased is vested in the Superintendent and the Superintendent shall have the sole right to select the beneficiary(ies) under the policy.

3.3.12 Health Insurance. The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

3.3.13 Contributions to Superintendent's Tax Sheltered Annuity. For each payroll period during the term of this Contract or any Renewal Term and provided that the Superintendent executes a salary deferral agreement in accordance with the requirements of Section 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in the amount of the salary deferral contribution, the District shall contribute FIFTEEN THOUSAND and no/100 Dollars (\$15,000.00) annually to the Salary of the Superintendent, paid in equal monthly installments, as a salary deferral contribution to a plan established by the District under Section 403(b) of the Code (the "**Superintendent's Annuity**"), which may include investments as allowed under Section 403(b)(7) of the Code, at the Superintendent's option. This contribution shall be treated as a salary deferral contribution under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas.

Contributions shall be made first to the District's Section 403(b) plan. To the extent that such contribution, together with contributions to the Employee Benefit Plans established in section 3.3.9 of this Contract, exceeds the maximum contribution limit under the Code for a Section 403(b) plan, the remaining contribution shall be made to a plan established under Section 457(b) of the Code.

Each of these plans shall be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) and 457(b) plans shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan and such investment vehicles shall be mutually agreeable to the Superintendent and the Board.

3.4 Nepotism. Superintendent and District agree that Superintendent shall not employ persons related to Superintendent within the degree of relationship set forth in Chapter 573.002 of the Texas Government Code, as further defined by Chapter 573.

IV.

PHYSICAL CONDITION AND DISABILITY

4.1 **Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by a licensed physician of the Superintendent's choice. The Board authorizes the Superintendent to undergo the Standard Cooper Clinic Physical Fitness Exam provided by the Cooper Clinic on an annual basis. The physician shall submit a confidential statement to the Board verifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in the Superintendent's personnel file. The District shall pay all costs of the annual physical examination.

4.2 **Disability.**

- a. **Disability Procedure.** Should the Superintendent be unable to perform any or all of the essential functions of the material duties of his position by reason of illness, accident, etc., following complete exhaustion of all accrued vacation and sick leave, the Superintendent shall be placed on unpaid leave from the District upon a determination of Long Term or Permanent Disability as hereinafter provided; provided, however, that the Board, in its discretion, may continue to pay the Superintendent the amount for a period the Board deems appropriate.
- b. **Long Term or Permanent Disability.** Long Term or Permanent Disability means a disability which renders the Superintendent incapable of performing any or all of the essential functions of the Superintendent's material duties or obligations of employment for a period which exceeds one hundred and eighty (180) business days or such an incapacity that is irreparable.
- c. **Determination of Long Term or Permanent Disability.** The determination of Long Term or Permanent Disability will be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Board may obtain a second opinion from another licensed physician. The costs of the physical examinations provided for herein shall be paid by the District.
- d. **Action of the Board.** In the event that the disability of the Superintendent is a Long Term or Permanent Disability, as defined in subparagraph (b) of the paragraph, the Board, may, in its discretion, and upon a re-determination of disability under subparagraph (c), terminate this Contract by providing the Superintendent with written notice of such termination.
- e. **Disability Insurance.** The District shall pay the premiums for Disability Insurance for a plan offered by the District that provides coverage for the

Superintendent after 180 days of "Long Term or Permanent Disability" as defined in Section 4.2(b) of this contract.

V.

ANNUAL PERFORMANCE GOALS

5.1. **Annual Goals.** The Superintendent shall submit to the Board a preliminary list of goals for the District in January of each year, or at another time agreed to by the Board and Superintendent, for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the 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.

5.2. **Performance Criteria.** The goals developed by the Superintendent and 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. The Board agrees to work with and support the Superintendent in implementing these goals.

VI.

REVIEW OF PERFORMANCE

6.1. **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent during the month of November each year during the term of this Contract, or at another time agreed to by the Board and Superintendent. The evaluation and assessment shall be reasonably related to the duties of the Superintendent and the goals and objectives approved by the Board for the year of evaluation.

6.2. **Confidentiality.** The evaluation of the Superintendent shall at all times be conducted in executive session unless a public hearing is requested by the Superintendent, and the evaluation and information concerning the evaluation, of whatever nature, shall be considered confidential information, as provided 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.

6.3. **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with 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 within thirty (30) days of his receipt of 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 in June of each year, or at another time agreed to by the Board and Superintendent, 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.

VII.

RENEWAL/NONRENEWAL OF EMPLOYMENT CONTRACT

7.1. **Extension.** Following the annual evaluation of the Superintendent, the Board may consider extension of the Superintendent's contract.

7.2. **Non-renewal.** Non-renewal shall be in accordance with Board policy and applicable state and federal law, and the Superintendent shall be afforded all applicable rights as set forth in Board policies and state and federal law.

7.3. **Non-renewal Procedure.** In the event the Board proposes to not renew this Contract, the Superintendent shall be afforded all applicable rights as set forth in the Board's policies and state and federal law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than 90 days before the last day of the contract term.

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

8.3. **Resignation.** The Superintendent may relinquish the position and duties of the Superintendent and leave the employment of the District at the end of any school year without penalty, provided the Superintendent submits a resignation, in writing to the Board ninety (90) days prior to the first day of instruction of the following school year.

8.4. **Dismissal for Good Cause.** The Board may dismiss the Superintendent at any time for good cause. Good cause shall include, but shall not be limited to, those reasons set forth in Board policy BJCF (LOCAL) and the following:

- (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.

8.5. **Termination Procedure.** In the event that the Board terminates this Contract, the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

IX.

MISCELLANEOUS

9.1. **Controlling Law.** The Contract shall be governed by the laws of the State of Texas and shall be performable in Tarrant County, Texas. Venue for any legal action arising under this Agreement shall be in a state court of competent jurisdiction in Tarrant County, Texas, unless state or federal laws require a different venue.

9.2. **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

9.3. **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.

9.4. **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 on this 11th day of December, 2017.


EAGLE MOUNTAIN-SAGINAW
INDEPENDENT SCHOOL DISTRICT

By: 

Steven G. Newcom, President, Board of Trustees

Address: 1200 Old Decatur Road
Fort Worth, TX 76179

SUPERINTENDENT



Jim F. Chadwell

Address: 1200 Old Decatur Road
Fort Worth, TX 76179