

**EMPLOYMENT CONTRACT  
FARMERSVILLE INDEPENDENT SCHOOL DISTRICT**

THE STATE OF TEXAS  
COUNTY OF COLLIN

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Farmersville Independent School District (the "District") and Jeff Adams (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 23.28 of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. TERM

1.1 Employment. 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 commencing on July 1, 2017, and ending on June 30, 2022. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of the Agreement as permitted by law.

1.2 No Right of Tenure: The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of schools for the District as prescribed in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or amended.

The Superintendent shall perform the duties of the Superintendent of schools for the district with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties.

2.2 Professional Certification and Records. This agreement is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this agreement void. Any misrepresentation may be grounds for dismissal.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

2.4 Board Meetings. The Superintendent or the Superintendent's designee shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted: 1) to the consideration of any action or lack of action on the Superintendent's Contract 2) to the Superintendent's salary and benefits as set forth in the Contract, 3) to the Superintendent's evaluation, or 4) to interpersonal relationships between individual Board members.

2.5 Criticisms, Complaints, and Suggestions: The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such items.

### 3. COMPENSATION

3.1 Salary. The district shall provide the Superintendent with a base annual salary in the sum of \$183,454.00. This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.

3.2 Salary Adjustments. At any time during the term of this agreement, 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 agreement.

3.3 Expenses. The District agrees to pay the actual and incidental costs incurred by the Superintendent for "out-of-district" travel; such 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 District agrees to pay local civic club fees and dues, and professional membership dues. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies. The new salary and expense reimbursement shall begin July 1, 2015.

3.4 Vacations, Holidays, Sick Leave. The Superintendent may 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 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 the agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts.

3.5 Consulting Work and Continuing Education. The Superintendent may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lectures, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional services to the District or result in any financial cost to the

District. Additionally, the Board shall permit a reasonable amount of time for the Superintendent, as determined by the Board and the Superintendent, to attend seminars, courses and meetings for continuing education and professional enhancement.

#### 4. REVIEW OF PERFORMANCE

4.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent as least once each year during the term of this contract. The evaluation and assessment shall be reasonable as related to the duties of the Superintendent as outlined in the Superintendent's job description.

4.2 Confidentiality. The Evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

#### 5. RENEWAL/NONRENEWAL

5.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

#### 6. TERMINATION OF EMPLOYMENT CONTRACT

6.1 Mutual Agreement. This agreement may be terminated by the mutual agreement in writing of the parties to this agreement. After the Superintendent has returned this signed contract, the Superintendent will not be released from it without the written consent of the Board.

6.2 Death, Retirement. This agreement shall be terminated upon the death or the Superintendent's retirement under the Teacher Retirement System of Texas.

6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause. Good cause may include, but not be limited to, 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 evaluation, supplemental memoranda, or other written communication;
- c) Insubordination or failure to comply with lawful written Board directives;
- d) Failure to comply with the Board's policies or the District's regulations;
- e) Neglect of duties;
- f) Drunkenness or excessive use of alcoholic beverage;
- 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 conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed in the District. Immorality indicative of corruption, indecency, or depravity;
- m) Failure to put forth a reasonable effort to achieve a good rapport with parents, the community, staff, or the Board; however, failure to accomplish a good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport is not achieved due to no fault of the Superintendent;
- n) Assault on an employee or student;
- o) Knowingly falsifying records or documents related to the District's activities;
- p) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- q) Failure to fulfill requirements for Superintendent certification;
- r) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or
- s) Any other reason constituting "good cause" under Texas Law.

6.4 Termination Procedure. In the event the Board terminates or takes action to terminate the Superintendent pursuant to this agreement, the Superintendent shall be afforded all rights set forth in the Board's policies and state and federal law for contesting same.

## 7. MISCELLANEOUS

7.1 Controlling law. This agreement shall be governed by the laws of the State of Texas.

7.2 Amendment. This contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

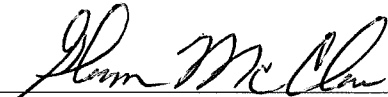
7.3 Savings Clause. In the event any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not effect any other provision thereof, and this agreement shall be construed as 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 agreement, and this contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this agreement.

EXECUTED this, 1<sup>st</sup> day of July, 2017.

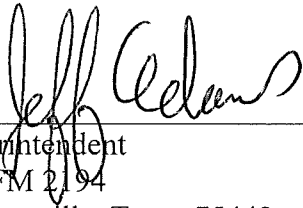
ATTEST: Farmersville Independent School District



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President, Farmersville ISD Board of Trustees  
501-A Hwy. 78N  
Farmersville, Texas 75442



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Secretary, Farmersville ISD Board of Trustees



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Superintendent  
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