

Date given Superintendent: 4-27-17

Date returned by Superintendent: 4-28-17

STATE OF TEXAS

COUNTY OF JOHNSON

SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the GODLEY INDEPENDENT SCHOOL DISTRICT ("GISD" or "District") and Dr. Christopher Rich Dear ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for GISD.

I. Term

- 1.1 The Superintendent shall be employed for a term of **5 years**, commencing on July 1, 2017, and ending on June 30, 2022. This contract includes 226 work days within any 12 month period.
- 1.2 GISD may by action of the Board, and with the consent of the Superintendent, extend the term of this term contract.
- 1.3 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this term 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 of the district and shall faithfully perform the duties of the Superintendent of Schools for the GISD, as prescribed in the job description and as may be assigned by action of 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. The Superintendent shall perform the duties of the Superintendent of Schools for the GISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of these duties during the term of this term contract. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
 - 2.1.a Specifically, it shall be the duty of the Superintendent to:
 - (1) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the GISD and for the annual performance appraisal of the GISD's staff.

- (2) Assume administrative authority and responsibility for the direction, assignment, reassignment, and evaluation of all personnel other than the Superintendent consistent with Board policies and federal and state law.
- (3) Make recommendations to the Board regarding the employment of all professional GISD personnel, subject to Board approval, and to employ all other personnel consistent with the Board's policies.
- (4) Initiate the termination or suspension of an employee's employment or the nonrenewal of an employee's term contract and accept all resignations of employees of GISD consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board.
- (5) Manage the day-to-day operations of GISD as its administrative manager and organize, reorganize, and arrange the staff of GISD.
- (6) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the GISD for the following fiscal year.
- (7) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies.
- (8) 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.
- (9) Provide leadership for the attainment of student performance based on the academic excellence indicators adopted by the State Board of Education and other indicators adopted by the Board of Trustees of GISD.
- (10) Organize the district's central administration.

2.2 *Professional Certification.* The Superintendent shall at all times during employment by GISD hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that he has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his employment is contingent upon such results being clear of any conviction for a felony or for any offense involving moral turpitude and consistent with information previously disclosed to the Board.

- 2.3 *Reassignment.* The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing.
- 2.4 *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 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.
- 2.5 *Criticisms, Complaints.* 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.

III. Compensation

- 3.1 *Salary.* The District shall provide the Superintendent with an annual salary in the sum of One hundred forty-one thousand, eight hundred thirty-one Dollars and 00 cents (\$ 141,831.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 3.2 *Salary Adjustments.* The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Adjustments shall be in the form of a written addendum to this term contract or a new contract shall be issued, 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.
- 3.3 *Supplemental Retirement Plan.* For each payroll period beginning July 1, 2017 and for each year thereafter during the term of this Contract and provided that the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in the amount of the salary deferral contribution, the District shall add to the salary of the Superintendent the amount equal to 4% of the Superintendent's annual salary, in equal monthly installments, and, provided that the Superintendent's salary deferral agreements executed in accordance with the requirements of

Sections 403(b) and/or 457(b) of the Code allow for deferrals that are at least equal to the salary amount added hereunder by the District, this shall be used by the Superintendent as a salary deferral contribution to a plan established by the District under either Section 403(b) or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, at the Superintendent's option. The Superintendent shall at all times be 100% vested in his account under the 403(b) and/or 457(b) plan. This contribution shall be treated as a salary deferral under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. The total salary deferral amount specified herein may be allocated to a plan established under Section 403(b) and/or 457(b) of the Code, at the discretion of the Superintendent.

- 3.4 *Vacation, Holidays, Leave Benefit.* The Superintendent shall observe the same legal holidays and school breaks as provided by Board policies and the annual calendar adopted by the board. The Superintendent may take, at the Superintendent's choice, the greater of ten (10) days of vacation annually or 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 taken in a single period or at different times. Vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this contract. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.
- 3.5 *Health Insurance.* The Superintendent shall be eligible to participate in the District's health insurance program, and the District shall pay the full cost of coverage for the Superintendent and his dependents at Level 2 of the options available. The Superintendent may be compensated for other health related benefits determined by the Board.
- 3.6 *Travel.* 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 outside the District. 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 procedures and documentation requirements in accordance with Board policies. Subject to availability, the Superintendent will have access to the District-owned van and car for all school-related business travel, whether in the District or outside the District. All travel expenses may be reviewed by the Board, and the Board by policy may limit

or require pre-approval for out-of-district travel. The District shall pay the Superintendent a monthly in-District travel allowance of \$350.00.

- 3.7 *Legal Proceedings.* The GISD shall provide the Superintendent with a legal defense with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel, and shall pay the costs and expenses related to that defense for any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his or her individual or official capacity as agent and employee of the GISD, provided that the Board determines that the Superintendent was acting in good faith and within the course and scope of his employment. GISD's obligation to provide a legal defense under this paragraph shall survive the termination of this contract. The Board may purchase legal liability insurance to satisfy this provision.
- 3.8 *TRS Salary Supplement.* The District shall supplement the Superintendent's annual salary through the term of this Contract, by an amount equal to 4.25% of the Superintendent's annual salary, to be used to pay the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System required for the Superintendent, including the employee contribution and the TRS-care contribution. This additional salary supplement shall be paid to the Superintendent by equal monthly payroll installments and shall be reported as compensation by the District for the purposes of the Texas Teacher Retirement system.

IV. Annual Performance Goals

- 4.1 *Development of Goals.* The Superintendent, in cooperation with the District-Level Planning and Decision-Making Committee, shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the GISD. 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. The Board agrees to work with and support the Superintendent in achieving the board-approved 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 term contract. The evaluation and assessment 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 board-approved goals. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. Unless the Superintendent expressly requests otherwise in writing, the

evaluation of the Superintendent shall at all times be conducted in closed meeting 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.

- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be adopted by the Board. 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 with measurable goals. 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. 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. Renewal or Nonrenewal of Term Contract

- 6.1 *Renewal/Nonrenewal.* Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code.
- 6.2 *Appeal.* If the Superintendent is aggrieved by the Board's decision, he or she may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

VII. Termination of Contract

- 7.1 *Mutual Agreement.* This term contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.
- 7.2 *Resignation.* 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 not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign with the consent of the Board at any other time.

- 7.3 *Retirement or Death.* This term contract shall be terminated upon the retirement or death of the Superintendent.
- 7.4 *Dismissal or Suspension Without Pay for Good Cause.* The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this term contract for good cause. The following are examples of conduct and situations which may constitute "good cause," but the term is not limited in meaning by this list:
- (1) Failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this term contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances;
 - (2) Any sexual misconduct, as defined by GISD policy, with a student or employee or any conduct that endangers or has the potential to endanger the health or safety of one or more students or employees.
 - (3) Insubordination or failure to comply with written or oral directives issued by action of the Board or failure to comply with Board policies.
 - (4) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memorandum, or other written communication when the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency that is remediable;
 - (5) Neglect of duties;
 - (6) Drunkenness or excessive use of alcoholic beverages;
 - (7) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
 - (8) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment.
 - (9) Failure to meet the GISD's standards of professional conduct;
 - (10) Failure to comply with reasonable GISD professional development requirements;
 - (11) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
 - (12) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the GISD. Immorality is not confined to sexual

matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;

- (13) Assault on an employee or student;
- (14) Knowingly falsifying records or documents related to the GISD's activities;
- (15) Conscious misrepresentation of facts to the Board or other GISD officials in the conduct of the GISD's business; or
- (16) Any other reason constituting "good cause" under Texas law.

7.5 *Termination or Suspension Without Pay Procedure.* In the event that the Board proposes to terminate this term contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies, state and federal law, and Subchapter F, Chapter 21, of the Texas Education Code.

VIII. Miscellaneous

- 8.1 *Civic Activities and Outside Organizations.* The Superintendent is encouraged to participate in community and civic affairs including 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 cost of membership in such activities and related travel outside of the District, if any and subject to Board approval in advance, shall be borne by the GISD. The Board grants the Superintendent its approval to serve on the board of directors at the Educational Employees Credit Union where it is understood that the Superintendent shall have monthly board meetings, random committee meetings, and required trainings to attend.
- 8.2 *Medical Examination.* The Superintendent shall have a comprehensive medical examination not less than once every year at GISD expense. A statement certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board of Trustees and treated as confidential by the Board.
- 8.3 *Professional Growth.* The Board 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. Specifically, the Board grants the Superintendent its approval to serve on the TASA small school advisory committee, the Future Ready Superintendent Leadership Network, and the board of the Cross Timbers School Development Council, a non-profit organization designed to serve as a forum for school administrators to meet and share ideas and services. 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 and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.

- 8.4 *Controlling Law.* This term contract shall be governed by the laws of the State of Texas, and shall be performed in Johnson County, Texas, unless otherwise provided by law.
- 8.5 *Complete Agreement.* This term contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent are superseded by this term contract, and this term contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this term contract.
- 8.6 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this term contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this term contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 8.7 *Savings Clause.* In the event any one or more of the provisions contained in this term contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this term contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

EXECUTED at the City of Godley, County of Johnson, and State of Texas, this 27 day of APRIL, 2017, pursuant to action of the Board of Trustees at a meeting held on January 23 2017, for which there was a properly posted agenda that included an item related to employment of a superintendent.

**GODLEY INDEPENDENT SCHOOL
DISTRICT**

By: _____


Matt McKittrick, President, Board of
Trustees

ATTEST:



Craig Stevenson, Board Secretary



Christopher Rich Dear, Ed.D., Superintendent

It is the policy of the Godley Independent School District not to discriminate on the basis of sex, disability, race, color, age, religion, national origin, or status as a veteran in its educational and vocational programs, activities, or employment.