

**EMPLOYMENT CONTRACT  
BETWEEN**

DAVID VINSON

AND THE

**WYLIE INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

THE STATE OF TEXAS

COUNTY OF COLLIN

THIS AGREEMENT is made and entered into this, the fourteenth day of November 2017, by and between the Board of Trustees (hereinafter called "Board") of Wylie Independent School District (hereinafter called "WISD") and David Vinson (hereinafter called "superintendent").

**WITNESSETH**

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:

**I. Term**

- 1.1** The Board, by and on behalf of the WISD, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the WISD for a term of 3 years commencing November 14, 2017 and ending on November 15, 2020.

WISD may by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

- 1.2** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this 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 chief executive of the district and shall faithfully perform the duties of the Superintendent of schools for the WISD 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 amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the WISD subject to the Board's approval. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the WISD consistent with Board policies and federal and state law, except the assignment and reassignment of all administrative staff shall be with the advice and consent of the Board. It shall be the further duty of the Superintendent to accept all resignations of employees of the WISD consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the district with reasonable care, diligence, skill, and expertise.

- 2.2 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 and all other certificates required by law and that the Superintendent hereby agrees to devote substantially all of his time, skill, labor, and attention to said employment during the term of the contract. The Superintendent shall also be subject to a criminal record check, and his employment is contingent upon such results being favorable.
- 2.3 Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 2.4 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 or lack of action on the Superintendent's Contract or the Superintendent's salary and benefits as set forth in this Contract or the Superintendent's evaluation and to interpersonal relationships between individual Board members, unless a majority of the Board shall determine that the Superintendent should be excluded.
- 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 efforts.

### **III. Compensation**

- 3.1 Salary.** The WISD shall provide the Superintendent with an annual salary in the sum of \$249,584.62 and a travel stipend of \$6,000. The annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies.
- 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. The Board will consider all compensation regularly to the end that provision shall be made for such increases as are warranted by performance, longevity, and general economic conditions, including

those of the teaching staff and other administrators. Such adjustments, if any, shall be in the form of a written addendum to this Contract, shall be incorporated herein by this reference, and shall act as a novation; or a new contract shall be issued.

- 3.3 Vacation, Holidays, Sick Leave Benefit Option.** The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, 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 time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same sick leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.
- 3.4 Automobile/Automobile Expense Benefit Options.** The Superintendent is to be compensated for out-of-district travel at actual cost. Such allowances and out-of-district travel may be reviewed by the Board, at its discretion, by policy, at any time and from time to time, may limit or require pre-approval for out-of-district travel.

#### **IV. Annual Performance Goals**

- 4.1 Development of Goal.** The Superintendent shall submit to the Board each year, for the board's consideration and adoption, a preliminary list of goals for the WISD. 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.

#### **V. Review of Performance**

- 5.1 Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent as outlined in the Superintendent's job description. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate.
- 5.2 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.
- 5.3 Evaluation format and procedure.** The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law.

- 5.4 Relationship with the Board.** The Board of Trustees shall devote a portion or all of one meeting, at least annually, to a discussion of the working relationship between the Superintendent and the Board.

## **VI. Renewal or Nonrenewal of Employment Contract**

- 6.1 Renewal/Nonrenewal.** Renewal or nonrenewal shall be in accordance with Board policy and applicable law. It is expressly agreed by the parties that “loss of confidence in the Superintendent by the Board” shall be a valid ground for nonrenewal of the contract pursuant to the Term Contract Renewal Act (Texas Education Code Sec. 21.201 et.seq.), which reason is made a part of the Board’s policies on nonrenewal by reference “Loss of Confidence in the Superintendent by the Board” shall be defined as being a vote of no confidence passed by a majority of the Board plus one (1) member.

## **VII. Termination of Employment**

- 7.1 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.
- 7.2 Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.
- 7.3 Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term “good cause” shall include, but it is not limited to, the following (which are included here as examples only):
- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
  - (b) Incomplete or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication (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 incompetence or inefficiency which is remediable);
  - (c) Insubordination or failure to comply with lawful written Board directives;
  - (d) Failure to comply with the Board’s policies or the WISD’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 Control Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the WISD's standards of professional conduct;
- (j) Failure to comply with reasonable WISD professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the 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 WISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or 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 good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport with the staff or community is not achieved due to no fault of the Superintendent (but failure to maintain good rapport with the Board, for any reason, in the sole and final determination of the Board may determine that the Superintendent has failed to maintain "good rapport with the Board" for the purposes of this paragraph);
- (n) Assault on an employee or student;
- (o) Knowingly falsifying records or documents related to the WISD's activities;
- (p) Conscious misrepresentation of facts to the Board or other WISD officials in the conduct of the WISD's business;
- (q) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit;
- (r) Any other reason constituting "good cause" under Texas Law.

#### **7.4 Termination Procedure.**

- (a) In the event that the Board terminates this Contract for “good cause,” the Superintendent shall be afforded all the rights as set forth in Board Policies, and State and Federal Law.
- (b) In the event that the Board determines that the Superintendent has failed to maintain “good rapport with the Board,” which reason is “good cause” for termination of this contract under subparagraph “M,” of paragraph 7.3, the Superintendent hereby waives his constitutional right to notice and a hearing, and to all other requirements of due process of law. If the Board invokes this subparagraph “(b)” of this paragraph 7.4 and votes to terminate this contract on the ground that the Superintendent, as severance pay, all of the aggregate salary he would have earned under the employment contract from the actual date of termination, as determined by the Board, to the termination date set forth in this employment contract, but in no event to exceed one hundred thousand dollars (\$100,000.00).

### **VIII. Miscellaneous**

- 8.1 Controlling Law.** 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.
- 8.2 Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, and approved by the Board at a lawfully noticed meeting, except as expressly provided herein.
- 8.3 Conflicts.** In the event of any conflict between the terms, conditions, and provisions, of this Employment 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.
- 8.4 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 obtained 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.
- 8.5 Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, governmental committees, and educational organizations. The expense of such activities, subject to advance Board approval, shall be borne by the WISD.

- 8.6 Medical Examination.** The Superintendent shall have a comprehensive medical examination not less than once every year. A statement certifying to the physical competency of the Superintendent of Schools shall be filed with the Secretary of the Board of Trustees and treated as confidential by the Board, the cost of said medical report to be borne by the District.

SIGNED AND SEALED at the City of Wylie, County of Collin, and State of Texas, this fourteenth day of November, 2017, pursuant to action of the Board of Trustees.

WYLIE INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

Mitch Herzog

President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Matt Atkins

Secretary, Board of Trustees

\_\_\_\_\_  
David Vinson, Ph.D.

Superintendent of Schools

