

SUPERINTENDENT'S EMPLOYMENT CONTRACT

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

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Agreement") was approved by the Board (defined below) and is made and entered into the 7TH day of February, 2017, and effective the 7TH day of February, 2017, by and between the Board of Trustees (the "Board") of the Aledo Independent School District (the "District") and Dr. James Derek Citty (the "Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

- 1.1 Term. 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. The original term for Superintendent's employment was for a term of three (3) years, commencing on July 1, 2013, and ending June 30, 2016. The District hereby agrees to a fourth extension of the term of his employment by one year to end June 30, 2020 and the Superintendent consents and agrees to that extension. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract annually and as permitted by state law.
- 1.2 No Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by the 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 district as prescribed in the job description and as may be lawfully assigned by 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. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. 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 be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish such administrative regulations, rules, and procedures as 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. It shall be the further duty of the Superintendent to accept all resignations of employees for the District 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. The Superintendent shall devote substantially all of his time, skill, labor, and attention to the performance of his duties during the term of this Contract. The Board expects the Superintendent to participate and be a visible presence at school and community activities as appropriate to, and consistent with, the professional role of the Superintendent. The Board may assign additional duties and may change the Superintendent's responsibilities at any time during this Contract, provided that 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 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 State Board for Educator Certification, and any other certificates required by law. Failure by the Superintendent to maintain certification shall render this Contract void and subject to termination in accordance with applicable law.
- 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, 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 or discussion of: any action or lack of action on the Superintendent's Contract, including but not limited to salary or benefits; the Superintendent's evaluation or performance; for purposes of attorney-client consultations between the Board and the district's attorney; 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 Board Committee Meetings. The Superintendent or the Superintendent's designee 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.

- 2.6 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.
- 2.7 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 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. The district may, in its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent, 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 2.8 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. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph.
- 2.8 Residency. The Superintendent shall reside within the school district during the term of this contract.

III. Compensation

- 3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of \$185,000.00 effective July 1, 2016. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies and the District's payroll procedures, minus all applicable deductions. The parties agree that there will be 240 work days during each year of the term of this Contract and the daily rate of compensation is \$770.83.

- 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 except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Board action. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary. Such adjustment shall be exclusive of any other benefits, unless specifically provided in the new contract. If such adjustments are made during a contract year, then 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 Reimbursed 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 out-of-district travel. Such actual or incidental cost 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.
- 3.4 Automobile Allowance. The District shall provide the Superintendent with an in-district automobile travel allowance in the sum of Four Hundred and No/100 Dollars (\$400.00) per month in a manner that is consistent with the Board's policies and the District's payroll procedures, minus all applicable deductions.
- 3.5 Health Insurance. The District shall pay the same monthly premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent, pursuant to the group health plan provided by the District, as it pays for its other employees.
- 3.6 Vacation. The Superintendent may take, at the Superintendent's choice, subject to reasonable notice to the Board, three weeks (fifteen work days) of vacation per contract year, with 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 performance of the Superintendent's duties as set forth in this Contract. Accrued but unused vacation days may accumulate and can be carried forward from year to year for the Superintendent's use; provided however, the Superintendent shall not receive any compensation for such accrued but unused vacation days in excess of 25 days, payable upon the Superintendent's death or retirement from the District. The Superintendent shall observe the same legal holidays and breaks as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is also hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, in addition to vacation leave.
- 3.7 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 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 individual 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 Board deem appropriate, to attend such seminars, courses, or meetings. The District shall pay for the Superintendent's membership due to the American Association for School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills with prior Board approval. The District shall bear the reasonable costs and expenses for such attendance or membership. The Superintendent shall be allowed to attend the Texas Association of School Administrators Mid-Winter Convention annually.

- 3.8 Technology. The District shall provide a computer and iPad for the Superintendent's business and personal use, and shall pay \$100 per month to reimburse Superintendent for the cost of his personal cell phone.
- 3.9 Outside Consultation. With the prior notice to the Board and approval of the Board, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration.
- 3.10 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. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will 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.

IV. Annual Performance Goals

- 4.1 Development of Goals. The Superintendent shall submit to the Board each year, for the Board's consideration and Adoption, a preliminary list of goals for the District and the Superintendent. The Superintendent and the Board shall then meet, and the Board shall

approve or revise the list of goals ("District Goals"). The Superintendent shall submit to the Board for its approval a plan to implement the District Goals. The Superintendent and the Board shall meet biannually to assess the District 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. The District Goals 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 District 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 in January of each year during the term of this Contract ("Superintendent's Evaluation"). 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, and the District's progress toward accomplishing the goals approved by the Board under Section 4.1 above.
- 5.2 Confidentiality. 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 Superintendent shall retain a copy of the evaluation and a copy shall be kept in a sealed envelope in the Superintendent's personnel file in the District's Human Resources Office.
- 5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with Section 5.1 of this Contract, 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 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. 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. 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 with a format agreeable to both sides.

VI. Extension, Renewal, or Non-renewal of Employment Contract

- 6.1 Extension/Renewal/Non-renewal. Extension, renewal, or non-renewal shall be in accordance with Board policy and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, not later than forty-five (45) days before the last day of the contract term, containing reasonable notice of reason(s) for proposed non-renewal of the Superintendent's Contract with the District.

VII. Termination of Employment Contract

- 7.1 Mutual Agreement. This contract may be terminated at any time 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" is defined as follows:
- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract, federal or state law, and Board policies, rules, or regulations;
 - (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 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 students;
- (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;
- (q) Failure to maintain an effective working relationship with the Board, staff, or members of the public; or
- (r) Any other reason constituting "good cause" under Texas Law.

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

7.5 **Resignation of Superintendent.** 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. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.


VIII. Miscellaneous

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Parker 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, except as expressly provided herein.
- 8.3 Conflicts. In the event of any conflict between terms, conditions, and provisions of this Agreement 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 as 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 this 7th day of February, 2017


ALEDO INDEPENDENT SCHOOL DISTRICT

By: 
Jay Stringer
President, Board of Trustees

SUPERINTENDENT

By: 
Dr. James Derek City

ATTEST:


Hoyt Harris
Secretary, Board of Trustees

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