

SUPERINTENDENT TERM CONTRACT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into between the Board of Trustees (the "Board") of the DENTON INDEPENDENT SCHOOL DISTRICT (the "District") and JAMES K. WILSON, III (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, hereby agree as follows:

1. Term. The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2014 and ending June 30, 2017. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.

(a) **Contract Extension.** At any time during term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under board policy.

(b) **No Tenure or Property Interest.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.

2. Certification. The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

3. Representations. The Superintendent makes the following representations:

(a) **Beginning of Contract.** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his national criminal history information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record absent any conviction for a felony or a crime involving moral turpitude as defined by Board policy and acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

(b) **During Contract.** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or charge for a misdemeanor or felony, or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.

(c) **False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any knowingly or conscious false statements, misrepresentations, omissions of

requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

4. Employment. The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:

(a) **Authority and 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 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, re-organize, and arrange the staff of the District, and to 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. 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 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. All duties assigned to the Superintendent by the Board shall be appropriate to consistent with the professional role and responsibility of the Superintendent. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

(b) **Standard.** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

(c) **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 salary and benefits as set forth in this 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.

(d) **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, agrees to and shall in a timely manner refer all complainants with substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent, who shall (a) study, consider, and take appropriate action, (b) investigate such matters and inform the Board of the results of such efforts, (c) refer such matter(s) to the appropriate District employee; and/or, (d) direct such complainants to the appropriate complaint resolution procedure as established by District policies.

(e) **Indemnification.** Defense. The Board contracts that the District will provide legal defense to Superintendent in connection with any and all demands, claims, suits, actions, or any legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity providing the incident(s) which is(are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of Superintendent's employment with the District. The District shall provide insurance coverage to protect the Superintendent as set forth herein. The District's obligation to provide a legal defense to the Superintendent under this paragraph survives the termination of this Contract. Superintendent agrees to cooperate with and assist District and District's attorney(s) with any anticipated, threatened, and/or pending litigation concerning an event which occurs during the term of this Contract. The foregoing covenants providing for litigation defense shall survive termination of this agreement, however brought about.

5. **Evaluation.**

(a) **Time and Basis.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract, and at any other time as agreed to by the Board and Superintendent. The goals and objectives collaboratively developed by the Superintendent and the Board, and approved by the Board, for the coming school year shall serve as the basis for the Superintendent's annual evaluation.

(b) **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.

(c) **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal laws. In the event the Board determines 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. The Superintendent's response, if any, 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 procedures are to be modified by the Board and such modification 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.

6. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

(a) **Salary.** The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Thirty-Two Thousand Five Hundred Sixty and no/100 Dollars (232,560.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

- (1) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
- (2) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.
- (3) **Increases.** The Superintendent shall receive the same percentage of salary increases that all other exempt administrative employees of the District receive as may be approved by the Board of Trustees during the term of this contract.
- (b) **Benefits.** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
- (1) **Business Expenses - In District.** The District shall pay the Superintendent the amount of Three Hundred and no/100 Dollars (\$300.00) per month for reasonable and necessary expenses incurred in the performance of the business of the District within the District. For any and all amounts over the sum of \$300.00 in any one (1) month, the Superintendent shall be reimbursed for said expenses, provided the Board has given its prior approval for the expenditure of same, or all procedures and documentation requirements are followed in accordance with Board policies and reimbursement is subsequently approved by the Board.
- (2) **Business Expenses - Out of District.** The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel in furtherance of District's business conducted outside of the District. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airfare and other expenses incurred in the performance of the business of the District. With respect to those expenses the District does not pay in advance, the Superintendent shall be reimbursed for said expenses, provided the Board has given its prior approval to the expenditure of same, or all procedures and documentation requirements are followed in accordance with Board policies.
- (3) **Contract Fulfillment Incentive.** On August 1, 2014, and on each 1st day of August thereafter during the term of this Contract, the District shall make contributions of Ten Thousand and no/100 Dollars (\$10,000.00) to a qualified annuity of the Board's choice, based on the recommendations of the Superintendent, for the benefit of the Superintendent ("Annuity Account"). The Superintendent shall become vested in the Annuity Account at a rate of 33.333 percent per year of each year's contribution. At the end of the contractual term, June 30, 2017, the Superintendent shall have full ownership of the Annuity Account. Vesting computations shall begin effective June 30th of each year with the first date being June 30, 2015. Any unvested funds in the Annuity Account will revert to the District if the Superintendent ceases to be employed by the District in the superintendent's position for any reason.

The Annuity Account shall be an account established under Section 403(b) of the Internal Revenue Code (the “Code”). The 403b account shall be established as employer-paid with non-discretionary contributions by the District, and the Superintendent shall have no right to receive such contributions in cash. The 403(b) account shall each be established under a written plan document that meets the requirements of the Code. The funds for the 403(b) account shall each be invested in a manner mutually agreeable to the Superintendent and the Board in such investment vehicles as are allowable under the Code for the applicable type of account.

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

(5) **Retirement.** The District shall make contributions on behalf of the Superintendent on the same basis as is presently or in the future made for all other employees.

(6) **Spousal Expense Reimbursement.** The District has determined that an educational benefit is achieved and an educational purpose does exist for the Superintendent’s spouse to accompany the Superintendent on certain Out of District Business. Therefore, the District shall reimburse the Superintendent for reasonable travel, lodging, meals and other related expenses incurred incident to the Superintendent’s spouse accompanying the Superintendent on such District related business, provided, however, that prior notice shall be given to the Board of the Superintendent’s spouse accompanying the Superintendent, and the Board approves such accompaniment. Such spousal expense reimbursement shall be limited to two professional meetings held within the continental United States each District fiscal year. The District will consider additional conferences or conventions on a case-by-case basis.

(7) **Transportation/Automobile:** The District shall provide the Superintendent with a Transportation/Automobile allowance in the sum of Six Hundred Fifty and no/100 Dollars (\$650.00) per month.

(8) **Vacation, Holiday and Personal Leave.** 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 personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. Upon the expiration of the term of this agreement unused, accumulated vacation days, sick days, and holidays shall be compensated by the District at the rate pursuant to the terms of the District’s policies.

7. Professional Growth and Civic Activities. 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 at and participation in appropriate professional meeting at the local, regional, and state 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 the public or private institutions or by educational associations, as well as the participation in informational meeting 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 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 improved the Superintendent's professional skill. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership. The District recognizes the importance of participation in civic activities and encourages the Superintendent's participation in civic organizations of his choice. The District will pay reasonable dues and membership fees for the Superintendent's membership in the Denton Chamber of Commerce, and any one (1) other City of Denton civic organization which the Superintendent chooses to join.

8. Notices.

(a) **To Superintendent.** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

(b) **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

9. 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;
- (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 or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the Superintendent's duties, or while attending any school or District sponsored activity;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, a felony or crime involving moral turpitude;
- (i) Conviction of or deferred adjudication for any felony, crime of moral turpitude, or an offense listed in District Policy DH (Local), or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony;
- (j) Failure to meet the District's standards of professional conduct;
- (k) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (l) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (m) Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among faculty and the community, impairs or diminishes the Superintendent's effectiveness in the District;
- (n) 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;
- (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; or,
- (r) Any other reason constituting "good cause" under Texas law.

10. General Provisions

- (a) **Annual Medical Examination.** The Superintendent agrees to have a comprehensive medical examination at District expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement certifying that the Superintendent is physically able to perform his essential job functions with or without reasonable accommodation. This statement shall be filed with the President of the Board.
- (b) **Mutual Agreement to Terminate.** The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
- (c) **Suspension.** In accordance with Texas Education Code chapter 21 and District policies, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
- (d) **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21 and in accordance with District policies.

(e) **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. 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 school year. The Superintendent may resign with the consent of the Board, at any other time.

(f) **Consolidation of District.** A determination by the Board that a consolidation of the District with one or more other school districts which requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.

11. Miscellaneous Provisions

(a) **Amendment:** This Contract may not be amended except by written agreement of the Parties.

(b) **Applicable Law and Venue.** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district' administration building is located.

(c) **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.

(d) **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.

(e) **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.

(f) **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

(g) **Legal Representation.** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

(h) **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

12. Acceptance of Contract. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. of the _____ day of June, 2014.

The foregoing Superintendent's Contract was offered for approval on motion made by Charles Stafford, seconded by Dorothy Martinez, and after discussion was adopted by the Board of Trustees of the Denton Independent School District at a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas, on June 24, 2014, at which 6 Trustees were present, by the following vote: 6 For, 0 Against, and 0 Abstaining.

DENTON INDEPENDENT SCHOOL DISTRICT

/S _____

Glenna G. Harris, M.D., President
Board of Trustees

ATTEST:

/S _____

Jeanetta Smith, Ph.D., Secretary

I have read this Contract. I accept and agree to abide by its terms and conditions:

/S _____
James K. Wilson, III, Superintendent

6-24-14 _____
Date