

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS § COUNTY
OF POLK

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of Corrigan-Camden Independent School District (the "District") and **Richard Cooper** (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the term hereinafter established and pursuant to Section 11.201 (b) and Chapter 21, Subchapter E 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 of three (3) years, commencing on June 3, 2019 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 this Agreement as permitted by state law.

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

2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of School 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 or her time, skill, labor, and attention to performing his duties. The Superintendent shall not have any other employment without the prior written consent of the School Board.

2.2 Professional Certification and Records. This Agreement is conditioned on the Superintendent 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 maintain and 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.

3. 2.4 Residency Requirement. During the term of this employment contract, the Superintendent must reside in the district. "Residence" is defined as having a domicile, one's home and fixed place of habitation, to which one intends to return after any temporary absence. A reasonable amount of time will be afforded for the Superintendent to establish residence within the District. The Superintendent will have one (1) year to establish residence after the signing of this employment contract. After the one (1) year time period, the superintendent and board of trustees will decide if an extension of the time frame is needed for the superintendent to establish residency. Failure to do so constitutes a material breach of contract.

4. COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of One Hundred Ten Thousand (\$110,000). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies regarding payment of other professional staff members of the District.

3.2 Salary Adjustment.

3.2.1 Widespread Salary Reductions. If the Board implements a widespread salary reduction under Texas Education Code Section 21.4032, 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.

3.2.2 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.

3.2.3. Financial Exigency. In accordance with Texas Education Code Section 21.212(f), the Board may choose to amend the terms of the contract of a Superintendent employed under a term contract on the basis of a declared financial exigency under Section 44.011 • of the Texas Education Code. A Superintendent whose contract is amended under this provision may resign without penalty by providing reasonable notice to the Board of at least 30 calendar days.

3.3 Other Benefits.

3.3.1 Sick Leave Benefits. The Superintendent shall be entitled to the same benefits of all state and local sick leave provisions in the same manner as other professional employees of the School District.

3.3.2 Health and Dental Insurance. The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its other administrative employees.

3.3.3 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. The District agrees to pay or reimburse the documented actual and incidental costs incurred by the Superintendent for out-of-district travel; such costs may include, but are not limited to, gasoline, hotel and accommodations, meals, long distance expense, 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 the Board policies. The District agrees to reimburse for mileage at the rate of \$.50 per mile for miles traveled outside the district while performing the duties as Superintendent.

3.3.5 Vacation. The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff on twelve-month contracts and shall be allowed the same number of days of vacation and sick leave as provided by Board policy for professional staff on twelve-month contracts. The Superintendent shall work the customary 226 days per year.

3.3.6 Professional Organizations. The Superintendent shall participate in the Teacher Retirement System as provided by the District to other professional staff.

5. REVIEW OF PERFORMANCE

4.1 Time and Basis of Evaluations. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Agreement, and such evaluation shall take place in January of each year.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

6. RENEWAL/NONRENEWAL

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

7. TERMINATION OF EMPLOYMENT CONTRACT

6.1 Mutual Agreement. This Agreement may 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. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Agreement without the written consent of the Board.

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

6.3 Termination for Cause. The Board may dismiss the Superintendent at any time for good cause.

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

6.5 Reasons for Termination. The Superintendent may be discharged at the end of any contract year before the end of the fixed term of this contract and his or her salary payments may be terminated by the Board for any reason in the immediately preceding paragraphs or for any of the following reasons: incompetence in the performance of duties, failure to comply with reasonable requirements of the Board for achieving professional growth and improvement, willful failure to pay debts, or other good and sufficient cause as defined by Board policy regarding termination or nonrenewal of term contracts.

6.6 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 must resign with the consent of the Board at any other time.

8. NON-DISTRICT RELATED PROFESSIONAL ACTIVITIES

7.1 Professional Organizations. The Superintendent shall attend and participate in appropriate professional meetings at the local, state, and national level with the expenses of such attendance, including annual membership fees for up to two (2) professional organizations, to be borne by the District. The Superintendent may participate fully in the work of appropriate professional associations to the extent of holding office or accepting the responsibility of assignment if elected or appointed. With the approval of the Board, the Superintendent may undertake writing, consultative work, teaching, and speaking engagements; provided, however, that the expense of such activities shall not be borne by the District and that such activities do not detract from the performance of his or her duties and responsibilities as Superintendent of Schools.

9. REPRESENTATIONS

8.1 Beginning of Contract. At the beginning of this contract, and any time during this Agreement, the Superintendent specifically agree to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this contract.

8.2 During Contract. The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any a.1 Test 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.

8.3 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 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.

10. MISCELLANEOUS

9.1 Controlling Law. This Agreement shall be governed by the laws of the State of Texas and shall be performable in Polk County, Texas, unless otherwise provided by law.

9.2 Complete Agreement This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

9.3 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 enforceability shall not affect any other provisions thereof, and this enforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions 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 suspended by the Agreement, and this Contract constitutes the entire Agreement between the parties unless amended pursuant to the terms of this Agreement.

9.5 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.

9.6 Legal Representation. Both Parties have had the opportunity to consult with legal counsel of their choice in the negotiation and execution of this Agreement.

9.7 Notices 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 by hand-delivery, or by certified mail, and/or express delivery service to the Superintendent's address of record, unless otherwise specified by law.

9.8 Notices to Board. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice by providing one copy of the notice to the 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's address of record, as provided to the District, unless otherwise specified by law:

9.9 Retire/Rehire Addendum. If the Superintendent is receiving or has received retirement benefits through the Teacher Retirement System of Texas ("TRS") or any other retirement program, a Retire/Rehire Addendum is a part of this contract.

Executed this 14th day of May, 2019

CORRIGAN-CAMDEN
INDEPENDENT SCHOOL DISTRICT

By: Sean Burks
Sean Burks
President, Board of Trustees

SUPERINTENDENT OF SCHOOLS

By: [Signature]
Superintendent of Schools

Attest:

By: Angela Conarroe
Angela Conarroe
Secretary, Board of Trustees