

SUPERINTENDENT'S TERM CONTRACT

THE STATE OF TEXAS

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COPY

COUNTY OF HARRISON

THIS CONTRACT is made and entered into by and between the **Board of Trustees** (the "Board") of the **Elysian Fields Independent School District** (the "District") and **Monica Simmons** (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 21 and Section 11.201(b) 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 years and two months, beginning on May 9, 2022, and ending June 30, 2025. The District 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 *No Right of Tenure.* 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 contractual obligation, expectancy of continued employment, claim of entitlement, or property interest, express or implied, is created beyond the Contract term.

2. EMPLOYMENT

- 2.1 *Duties.* The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and/or Board policy and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, and 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, diligence, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his/her time, skill, labor and attention to the performance of his/her duties during the term of this Contract.
- 2.2 *Professional Certification and Records.* The Superintendent shall, at all times during employment by the District, hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board for Educator Certification, and all other certificates required by law or Board policy. This Contract 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 provide necessary certification shall render this Contract void. Any material and/or intentional 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 express written consent.
- 2.4 *Consultant Activities.* The Superintendent agrees to devote his/her time, skill, labor, and attention to performing his/her duties, but with prior approval of the Board may undertake consulting work, speaking engagements, lecturing, training, and other professional duties that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The expense of such activities shall not be borne by the District, but the Superintendent may accept a reimbursement of expenses for such consulting activities from a party other than the District. Consulting activities must be consistent with state and federal law, and may not detract from the Superintendent's performance of his/her duties under this Contract.
- 2.5 *Professional Growth.* The Board encourages the Superintendent to attend, actively participate in, and/or join professional and civic organizations at the local, state, and national levels. The Superintendent may attend and participate in appropriate professional organization meetings with prior Board approval. Reasonable and necessary expenses associated with the attendance at said meetings may be reimbursed by Elysian Fields Independent School District. The District shall also pay fees and dues for the Superintendent's membership in the Texas Association of School Administrators and may, subject to separate Board approval, pay for other memberships necessary to maintain and improve the Superintendent's professional skills. Subject to prior Board approval, the District may also pay membership fees and dues of the Superintendent to local civic organizations.
- 2.6 *Board / Superintendent Relations.* 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 appropriate action, and the Superintendent shall refer such matters to the appropriate district employee or shall investigate such matter 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 the District's Board policies.
- 2.7 *Attendance at Board Meetings.* The Superintendent shall attend all meetings of the Board, both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded, advance permission has been granted to the Superintendent by the Board to be absent, or the Superintendent is absent by reason of illness. The Superintendent generally shall be excluded from all or any portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation, and from those closed meetings devoted to interpersonal relationships between individual Board members or when the Board is acting in its capacity as a tribunal.

3. COMPENSATION

- 3.1 *Salary.* The District shall provide the Superintendent with an annual salary in the sum of One Hundred Fifteen Thousand Dollars and No Cents (\$115,000.00). This annual salary rate shall be paid to the Superintendent in equal annualized installments consistent with the Board's policies and payroll practices.
- 3.2 *Salary Increase.* If the Board implements an annual teacher salary pay scale increase, the Superintendent's annual salary shall be increased by the percent that is equal to the average percent by which teacher salaries have been increased.
- 3.3 *Widespread Salary Reduction.* If the Board implements a widespread salary reduction under Texas Education Code § 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. Once the exigent financial conditions of the District making a widespread salary reduction necessary under Section 21.4032 of the Texas Education Code no longer exist, the Superintendent's annual salary shall return to the sum set forth in Section 3.1 of this Contract prospectively from and after the end of the exigent financial condition only.
- 3.4 *Salary Adjustments.* At any time during the term of this Contract, the Board may, at 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 in Subsection 3.1 of this Contract except by mutual agreement of the Board and the Superintendent. Such adjustments, if any, shall be in the form of a written amendment to this Contract or a new contract, and such adjustment shall be exclusive of any insurance policy or other benefits unless specifically provided in the amendment or new contract. At least annually and for each subsequent contract year, the Board shall review the salary of the Superintendent.
- 3.5 *Out-of-District Travel.* The District shall reimburse the Superintendent for approved use of the Superintendent's personal automobile for miles traveled outside of the District by the Superintendent in the continuing performance of the Superintendent's duties under this Contract at the per mile reimbursement rate approved by the Texas Comptroller that is in effect at the time of the out-of-district travel. The District shall reimburse the Superintendent for all other actual or incidental out-of-district travel expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract to the extent allowed by law and Board policy. Such actual or incidental expenses 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; however, the District shall not pay both gasoline and mileage related to an out-of-district travel event. The Superintendent shall comply with all reimbursement procedures and documentation requirements in accordance with Board policy. The Board reserves the right to amend the method of travel reimbursement whenever necessary to meet the needs of the

District, and any such amendment will be effective when reduced to writing and signed by both Parties.

- 3.6 *Credit Card.* The District shall provide to the Superintendent a school credit card to be used for District business purposes.
- 3.7 *Vacation, Holidays, Sick Leave.* The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff on 12-month contracts and shall be allowed the same number of days for vacation, leave, and/or personal leave as provided by Board policy for professional staff on 12-month contract. The Superintendent will seek Board approval for any vacations or other absences which will require the Superintendent to be absent from his/her office for a period of ten (10) or more consecutive working days. 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. Vacation leave days will accrue during the period between July 1 and June 30 of the following year. Vacation leave days may be taken in a single period or at different times. Vacation leave days not taken in the year in which they accrue may be accumulated. However, the Superintendent shall be entitled to be compensated for unused vacation leave days at the end of each calendar year. In the event that the Superintendent leaves employment with the District on a date other than the end of a full contract year, his/her vacation days under this Section for his/her last year of employment shall be proportionally adjusted.

4. REVIEW OF PERFORMANCE

- 4.1 *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 Contract. At the discretion of the Board, the Board may evaluate the performance of the Superintendent more frequently, as needed. The Board's evaluation and assessment of the Superintendent 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 District Goals. All evaluation documents, assessment records and other documents involved in the review of performance are confidential in accordance with applicable law.
- 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. 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 within thirty (30) days of receipt of the written evaluation from the Board. 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. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed 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.

- 4.3 *Development of Goals.* The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the 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 goals approved by the Board shall at all times be reduced to writing ("District Goals") 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.
- 4.4 *Confidentiality.* Unless the Superintendent expressly requests otherwise in writing to the Board, 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 and/or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5. RENEWAL OR NON-RENEWAL

- 5.1 *Renewal/Non-renewal.* Renewal or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. As required by the provisions of Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice of a proposed nonrenewal, not later than thirty (30) days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.
- 5.2 *Suspension.* In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

6. TERMINATION OF EMPLOYMENT

- 6.1 *Mutual Agreement.* This Contract 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 Contract without the written consent of the Board, except as provided by section 6.5.

- 6.2 *Death/Retirement.* This Contract shall terminate upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 6.3 *Dismissal for Good Cause.* The Board may dismiss the Superintendent and terminate this Contract or suspend the Superintendent without pay at any time for good cause as determined by the Board.
- 6.4 *Termination Procedure.* In the event that the Board proposes to terminate this Contract or suspend the Superintendent without pay for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state law.
- 6.5 *Resignation.* The Superintendent may leave the employment of the District at the end of a school year without penalty by submitting a written resignation to the Board. The resignation must be addressed to the Board and submitted no 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. NON-DISTRICT RELATED PROFESSIONAL ACTIVITIES

- 7.1 The District shall, to the extent it is permitted to do so by applicable law, including, but not limited to, Texas Civil Practice & Remedies Code Chapter 102, indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages, including court costs and attorney's fees, incurred by the Superintendent in his/her individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his/her duties as Superintendent of the District, 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. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he/she could seek indemnification under this paragraph, to the extent that damages are recoverable, or a defense is provided under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District's obligation under

this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.

- 7.2 The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.
- 7.3 The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.
- 7.4 *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 which do not interfere with the Superintendent's job duties and performance. 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.

8. MISCELLANEOUS

- 8.1 *Controlling Law.* This Contract shall be governed by the laws of the State of Texas, without regard to any choice of law provisions contained therein, and shall be performable in Harrison County, Texas. Venue for any action brought pertaining to this Contract shall be proper in a court of competent jurisdiction located in Harrison County, Texas.
- 8.2 *Amendment.* This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement signed by all parties.
- 8.3 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 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 enforceability 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 representations, agreements, or contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this Contract constitutes the entire agreement between the parties unless amended in writing pursuant to the terms of this Contract.

8.5 *Paragraph Headings.* The headings used in the beginning of each numbered paragraph of 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.

8.6 *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 or execution of this Contract.

UNANIMOUSLY AUTHORIZED by the Board at a public meeting held on May 9, 2022.

ELYSIAN FIELDS INDEPENDENT SCHOOL DISTRICT

By: Debbie J. Goyne Date Signed: 5-24-22
DEBBIE GOYNE
President, Board of Trustees

SUPERINTENDENT

Monica Simmons Date Signed: 5-24-22
MONICA SIMMONS

ATTEST:

By: Julie J. Simmons Date Signed: 5-24-22
JULIE SIMMONS
Secretary, Board of Trustees

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