
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of Chireno Independent School District (the “District”) and Michael Skinner (the “Superintendent”).

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning January 1, 2021 and ending December 31, 2023. The Board and the Superintendent (the “Parties”) may extend the term of this Contract by agreement.
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:
 - 3.1 **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 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.
 - 3.2 **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 of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, other than routine traffic violations. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **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.
4. **Duties.** 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:
 - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be lawful and shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

4.2 **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.

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

5.1 **Salary:** The District shall pay the Superintendent an annual salary of ONE HUNDRED THOUSAND FIVE HUNDRED DOLLARS (\$100,500.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

(a) **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.

(b) **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.

5.2 **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.

5.3 **Civic Activities:** The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the District.

5.4 **Professional Organizations:** 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, seminars, conferences, or courses at the local, regional, state, and national level. 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 meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent.

- 5.5 **Leave:** The Superintendent is entitled to the same number days of leave as authorized by Board policy for administrative employees on twelve-month contracts, and shall be entitled to the same holidays and breaks as provided for other twelve month administrators in the Board's adopted calendar. The Superintendent shall be subject to the same schedule limitations on discretionary leave as set out in Board policy, except in extenuating circumstances as determined by the Board President. In addition, the Superintendent shall schedule leave days with prior written approval of the Board President, and at times that will least interfere with the performance of the Superintendent's duties.
- 5.6 **Liability Insurance:** The District's Professional Liability insurance policy provides coverage for the Superintendent as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.
- 5.7 **Health Insurance:** The District shall pay the same premiums for medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District as is paid for all District employees.
- 5.8 **Communications Allowance.** The District shall provide the Superintendent with a communications allowance (to cover all expenses, if any, for mobile telephone, PDA and home internet access expenses) in the sum of ONE HUNDRED DOLLARS (\$100.00) per month. The Superintendent shall maintain a personal account for mobile telephone service, PDA, and home internet access ("Personal Accounts") and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of the Personal Accounts and the District shall have no obligation or responsibility related to such Personal Accounts other than the monthly payment to the Superintendent of the communications allowance stated herein.
- 5.9 **Expense Reimbursement for Travel Outside Region 7:** The District shall reimburse the Superintendent for all reasonable expenses directly incurred by the Superintendent only (no expenses incurred by a spouse are eligible for reimbursement) in the continuing performance of the Superintendent's duties under this Agreement for travel within the State of Texas but outside of Region 7 upon the submission of receipts; such costs may include, but are not limited to, airfare, gasoline, hotels and accommodations, meals, and car rental incurred in the performance of the business of the District. Nothing in this Agreement prevents the Superintendent from using a District vehicle, when available, for District business travel outside of Region 7, within the State of Texas. With respect to reimbursement for all expenses, the Superintendent shall comply with Board Policies and standard practices of the District's business office in submitting all expense documentation. Nothing within this Agreement precludes the Superintendent from requesting and the Board from approving travel outside of the State of Texas when deemed appropriate and requested and approved in writing.

5.10 **Longevity:** The District shall set aside in the budget TWO THOUSAND DOLLARS (\$2,000.00) annually (longevity monies) to be payable to the Superintendent at the end of five uninterrupted years of service. The Superintendent shall not be vested in any part of the longevity monies unless and until such time as this Contract has been extended and the Superintendent has completed FIVE (5) years of service under this Contract. That is, the Superintendent's right to the longevity monies is not prorated and vests only upon his continued and uninterrupted employment through December 31, 2024. The monies shall be paid to the Superintendent in a lump sum no later than THIRTY (30) days from December 31, 2024. Should the Superintendent fail to be employed by the District for any reason on or before December 31, 2024, the Superintendent forfeits any claim to the longevity monies. On or before February 15, 2021 the District shall submit TWO THOUSAND DOLLARS (\$2,000.00) into a District owned savings account created and used exclusively for this purpose. No later than January 15 of each subsequent year, beginning January 15, 2022, the District shall deposit TWO THOUSAND DOLLARS (\$2,000.00) into the same account. Should the Superintendent qualify as provided above for payment of the longevity monies, he shall also be entitled to and paid all interest earned on the account. Nothing in this paragraph shall be construed to provide a property right or employment expectations beyond the terms of the existing Contract.

5.11 **Residence in District.** As a condition of employment with the Chireno Independent School District, it is preferred that the Superintendent reside within the geographic boundaries of the District at all times while employed by the District, provided however, that in the event the Superintendent is unable to find suitable housing within the geographical boundaries of the District the Superintendent's employment in the District will not be terminated as a result thereof, and this Contract shall otherwise remain in full force and effect according to the terms and provisions hereof.

6. **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 in accordance with applicable Texas law.

7. **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 applicable Texas law.

8. **General Provisions.**

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

8.2 **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.

8.3 **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.

- 8.4 **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's administration building is located.
- 8.5 **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.
- 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 and execution of this Contract.

9. **Notices.**

- 9.1 **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.
- 9.2 **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.

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

Superintendent: _____


Michael Skinner

Date signed: _____

2/3/2021

By: _____


Michael Sanford, President, Board of Trustees

Date signed: _____

2/3/2021