

STATE OF TEXAS §
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COUNTY OF GAINES §

SUPERINTENDENT CONTRACT

THIS SUPERINTENDENT'S CONTRACT ("Agreement") is made and entered into by and between the Board of Trustees (the "Board") of the Seagraves Independent School District (the "District") and Joshua Goen (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this Agreement, do hereby agree, as follows:

1. The term of this agreement shall be as follows:
 - (a) The Board agrees to employ the Superintendent on a twelve-month basis for a term of 3 years, beginning July 1, 2021 and ending June 30, 2024. This contract is not for a specific number of days within a year.
2. 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 or the Texas Education Agency and any other certificates required by law. The Superintendent agrees to furnish the board president with a copy of his credentials for the position of superintendent within 30 days of execution of this Agreement. Failure of Superintendent to comply with this section shall render this Agreement void.
3. The Superintendent represents that he has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.
4. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
5. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior notice to the Board President, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to

the District to the extent permitted by Texas Education Code Section 11.201(e).

6. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:

- (a) The District shall provide the Superintendent with an annual salary in the sum of One Hundred Fifteen Thousand Seven Hundred Twenty-Six dollars (\$115,726.00) effective July 1, 2021. This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.
- (b) The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this term contract, or a new contract shall be issued, but in no event, shall the Superintendent be paid less than the salary set forth in Section 6 (a) of this agreement.
- (c) Other Benefits.
 - 1) *Insurance.* The District shall pay the same contribution towards health insurance as all other employees of the District.
 - 2) *Expense Reimbursement.* 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 travel, unless already reimbursed or provided for under the *Automobile* benefit described in 7(c)(3) below. Such actual or incidental costs 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) *Automobile.* The District shall provide the Superintendent with a full-sized vehicle for the Superintendent's personal and business use. The District shall fully maintain the vehicle in a safe and good working condition. The District shall fully pay or reimburse the Superintendent for expenses incurred in the maintenance and use of said automobile and may, in its discretion, provide the Superintendent with a credit card owned by the District to which such reasonable automobile expenses may be charged. The personal use of the vehicle will be limited to a 750-mile radius from district home unless more is approved by the Board.
 - 4) *Civic Activities.* The Superintendent is encouraged to participate, along with his family, in community and civic affairs. The superintendent's cost for membership being involved in two community and civic affairs shall be paid by the District.

- 5) *Annuity.* The Board shall make contributions to an annuity for the benefit of the Superintendent in the same manner and to the same extent as is provided to the other professional employees of the District.
 - 6) *Phone Allowance.* The Board recognizes that the Superintendent's phone provided by the District will be used for District/Personal-related purposes.
 - 7) *Leave Benefits.* The Superintendent shall observe the same holidays and breaks as provided by the Board's adopted annual calendar. The Superintendent otherwise shall be subject to the leave policies applicable to all employees as stated in adopted board policy. There are no "non-duty" days payable under this contract.
 - 8) *Professional Organizations and 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 state and regional membership in professional organizations, and his reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the board. Reasonable expenses of such professional organization membership for two organizations and other reasonable professional growth activities shall be borne by the District.
7. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
 8. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with this Agreement, Board policy and state law. 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. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed meeting 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. 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.
 9. The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy. If in the event that the Board proposes to terminate this Agreement or suspend the Superintendent without

pay for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

The term "good cause" is defined generally as failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this term contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances, including any conduct that is inconsistent with the continued existence of the Board-Superintendent relationship. The following are examples of conduct and situations which may constitute "good cause," but the term is not limited in meaning by this list:

- a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b) Any sexual misconduct with a student or employee or any conduct that endangers or has the potential to endanger the health or safety of one or more students or employees;
- c) 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 in efficiency;
- d) Insubordination or failure to comply with lawful written or oral directives issued by action of the Board;
- e) Failure to comply with the Board's policies or the District's administrative regulation;
- f) Neglect of duties;
- g) Drunkenness or excessive use of alcoholic beverages;
- h) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
- i) Conviction of a felony or crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment;
- 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) Excessive absences, i.e., absences not in compliance with district policy or procedures, including applicable state and federal law.
- m) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- 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) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with parents, the community, or staff, unless the

- relationship or good rapport is not achieved or maintained due to no fault of the Superintendent.
- p) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with the Board, for any reason, in its sole and final determination;
 - q) Assault on an employee or student;
 - r) Knowingly falsifying records or documentation related to the District's activities;
 - s) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
 - t) Failure to fulfill requirements for superintendent certification; or,
 - u) Any other reason constituting "good cause" under Texas Law.
10. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
 11. A determination by the board that a consolidation of the District with one or more other school districts requires that the Agreement be terminated during the term shall constitute good cause for dismissal.
 12. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
 13. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
 14. *Board Meetings.* The Superintendent shall attend all meetings of the Board, both public and closed, unless a majority of the Board determines that the Superintendent should be excluded. The Superintendent generally shall be excluded only from all or a portion of those closed meetings devoted to: the consideration of any matter regarding the Superintendent's employment, salary and benefits, and evaluation; interpersonal relationships between individual Board members; and any subjects for which the Superintendent's presence would be unlawful. In the event of the Superintendent's absence, a designee of the Superintendent may attend such meetings of the Board, except those from which the Superintendent himself would have been excluded.
 15. *Criticisms, Complaints, and Suggestions.* The Board, individually or collectively, shall refer in a timely manner substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and appropriate action, if any, and the Superintendent shall report back to the Board within a reasonable time the results of any such study or action; or (b) to the appropriate complaint resolution procedure as established by Board policies.
 16. At any time during the contract 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.

17. *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, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent of the District, providing the incident(s), which is (are) the basis of any such demands, claims, suits, actions, judgments, expenses, and attorney's fees, arise from an act or omission of Superintendent, acting within the course and scope of Superintendent's employment with the District: excluding, however any such demands, claims, suits, actions, judgments, expenses, and attorneys' fees for those claims or any causes of action where it is determined by the Board that Superintendent committed official misconduct; committed a criminal act; 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 mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, 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 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 shall survive the termination of this contract.

The Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. Contingent on the Superintendent's providing such full cooperation, the District shall reimburse the Superintendent's reasonable, related expenses, including travel and lodging expenses. The Parties' obligations under this paragraph shall continue after the termination of this Contract.

18. 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.
19. 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.
20. 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 unenforceability shall not affect any other provision thereof, and this Agreement 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

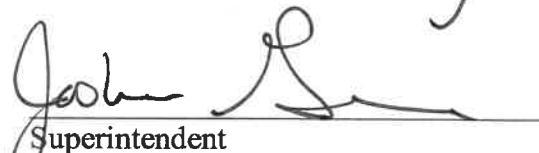
hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this Agreement constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

21. 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, 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.
22. This term contract shall be governed by the laws of the State of Texas and shall be performed in Gaines County, Texas, unless otherwise provided by law.

Signed this 24th day of May 2021.


President, Board of Trustees

Signed this 24th day of May 2021


Superintendent