

## Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of HEDLEY INDEPENDENT SCHOOL DISTRICT (the "District") and GARRETT BAINS (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 July 1, 2020 and ending June 30, 2021. 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. The Superintendent agrees to furnish to the Board President a copy of Superintendent's credentials for the position of superintendent within thirty (30) days of this Agreement, or as specified in any addendum hereto. Superintendent's failure to provide the credentials as required herein, or if the Superintendent's certification expires, is canceled, revoked or surrendered, this Contract is void, without the need for any further action by the Board.
3. **Representations.** The Superintendent makes the following representations.
  - 3.1 **Beginning of Contract.** The Superintendent represents that the Superintendent has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, and agrees to submit to a review of the Superintendent's criminal history record information at the beginning of this Contract and at any time thereafter, if so requested by the District. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. Superintendent's failure to disclose all arrests, indictments, convictions, pleas of no contest or guilty pleas or other adjudication, or failure to provide a criminal history acceptable to the Board shall make this Contract void without the need for any further action by the Board.
  - 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. The Superintendent agrees to provide such notification in writing within three (3) 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 the Superintendent's employment application are true and correct. Any false statements, misrepresentations, incorrect information or omissions of requested information, or

fraud by the Superintendent in or concerning any requested records or information in the employment application or during the application process may be good cause to terminate or nonrenew this Contract, as the Board may determine.

4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform the following duties:
  - 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 appropriate to and consistent with the professional role and responsibility of the Superintendent.
  - 4.2 **Standard.** Except as otherwise permitted by law and this Contract, the Superintendent agrees to devote the Superintendent's full time and energy to the performance of these duties. The Superintendent shall perform the duties with reasonable care, skill, and diligence, and shall not engage in any conduct that interferes or conflicts with the Superintendent's responsibilities to the District. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended or promulgated hereafter.
5. **Compensation.** The District shall pay the Superintendent annual compensation as follows.
  - 5.1 **Salary.** Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) per year, to be paid to the Superintendent in twelve (12) equal monthly installments, consistent with the Board's policies.
    - 5.1.1 **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code §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.
    - 5.1.2 **Furlough.** If the Board implements a furlough under Texas Education Code §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 the benefits provided in this Contract, at the Board's sole discretion.
  - 5.3 **Salary Adjustments.** At any time during the term of this Contract, the Board may,

in its discretion, review and adjust the salary of the Superintendent. Such adjustment, if any, shall be memorialized in writing between the parties with an addendum to this Contract.

#### 5.4 **Other Benefits.**

5.4.1 **Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the duties under this Contract according to Board Policy. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board Policy, and shall comply with all financial accountability rules, as required by state law or promulgated by the Texas Education Agency.

5.4.2 **Vacations, Holidays and Sick Leave.** The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by Board Policy for administrative employees on twelve (12) month contracts, with the days to be in a single period or at different times. 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. The Superintendent shall observe the same legal holidays as provided by Board Policy for administrative employees on twelve (12) month contracts. The Superintendent is hereby granted the same amount of illness leave and benefits as authorized by Board Policy for administrative employees on twelve (12) month contracts.

5.4.3 **Professional Growth.** Superintendent is encouraged to grow professionally. The District shall permit a reasonable amount of release time for the Superintendent to attend seminars, courses, or meetings as approved by the Board, and shall reimburse the Superintendent the costs of attending such professional growth activities each fiscal year. The District shall pay or reimburse Superintendent for dues and membership expenses for professional associations and organizations, such as Texas Association of School Administrators, as may be selected by Superintendent.

5.4.4 **Civic Activities, etc.** The Superintendent is encouraged to participate in community and civic affairs including Lions Club, chamber of commerce, or other civic clubs or activities as approved by the Board. Superintendent's membership in such civic organizations will promote the District and serve a legitimate public purpose. The reasonable cost incurred by the Superintendent for participation in such Board approved activities shall be paid or reimbursed by the District.

5.4.5 **Health and Medical Insurance.** The District shall pay the same premiums for hospitalization, major medical and dental insurance coverage, if applicable, for the Superintendent pursuant to the group health care plan(s) provided by the District for its full time employees.

5.4.6 **Indemnification.** To the extent consistent with law, including Texas Civil

Practice and Remedies Code, Chapter 101, the District agrees to defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceeding brought against the Superintendent, in the Superintendent's individual or official capacity as Superintendent of the District acting within the course and scope of the Superintendent's employment (Covered Claim).

The term "Covered Claim" expressly excludes any and all demands, claims, suits, actions, judgments, expenses and attorney's fees where it is determined by the Board that the Superintendent committed official misconduct or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith. This indemnity also excludes any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The District's obligation to indemnify does not apply to criminal investigations or criminal proceedings.

The District and the Superintendent shall select the Superintendent's legal counsel for any covered claim by agreement, if such legal counsel is not also the District's legal counsel. If legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel provided for the Superintendent will depend on the terms of the applicable insurance contract. This indemnity provision 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 reasonable, related expenses, including travel and lodging expenses. The parties' obligations under this Paragraph shall continue after termination of this Contract.

6. **Superintendent Evaluation.** The Board shall evaluate, in writing, the Superintendent's performance at least once every fifteen (15) months, or as required by law, whichever is sooner. The evaluation format and procedure shall comply with the law and Board Policy.
7. **Criticisms, Complaints and Suggestions.** The Board, individually and collectively, shall direct all individuals with criticisms, complaints and suggestions called to the Board's attention to follow the appropriate chain of command and the complaint procedures set out in Board Policy, as applicable.
8. **Outside Employment.** To the extent permitted by law and Board Policy, the Superintendent may, with prior written consent of the Board, 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. For any such outside employment, the Superintendent agrees to comply with

applicable ethics rules, laws, and Board Policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.

9. **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, and the Board has delegated to the Board President the authority to place the Superintendent on paid administrative leave for up to five business days anytime the Board President determines that doing so is in the District's best interest. Any forced paid leave longer than 5 business days shall be authorized by the Board.
10. **Separation of Employment.**
  - 10.1 **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Board Policy and Texas Education Code Chapter 21.
  - 10.2 **Resignation.** The Superintendent may leave the employ of the District at the end of a school year without penalty by filing a written resignation with the Board of Trustees. The resignation must be addressed to the Board and filed not later than the 45<sup>th</sup> day before the first day of instruction of the following school year.
  - 10.3 **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.
  - 10.4 **Retirement or Death.** This Contract shall terminate upon the retirement or death of the Superintendent.
11. **Mediation.** Should any dispute between the Superintendent and the District arise during the term of this Contract that cannot be resolved through negotiation, the parties agree to submit such dispute under this Contract to non-binding mediation, according to the procedures set forth in this Paragraph. Either party may request non-binding mediation by submitting a written request for mediation to the other party, setting forth the subject of the dispute and the relief requested. The parties will cooperate with each other in scheduling a time and date for the mediation and selecting a mutually acceptable mediator. The parties will share equally the expense of the mediation, including the mediator's fee, but shall be solely responsible for their respective attorney's fees. The parties agree that such mediation shall be a compromise negotiation for purposes of Rule 408 of the Federal Rules of Evidence, Texas Rules Evidence and an alternative dispute resolution procedure, subject to Texas Civil Practice & Remedies Code, §154.073. The parties recognize that the Texas Education Code contains certain mandatory and jurisdictional deadlines that cannot be extended through agreement of the parties. Accordingly, each party further recognizes that the other may be required to pursue certain legal or equitable action during the mediation process in order to protect their respective rights.

12. **General provisions.**

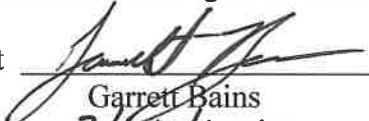
- 12.1 **Amendment.** This Contract may not be amended except by written agreement of the Parties.
- 12.2 **Severability.** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other 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.
- 12.3 **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.
- 12.4 **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.
- 12.5 **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.
- 12.6 **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.

13. **Notices.**


- 13.1 **To Superintendent.** The Superintendent agrees to keep a current address and phone number 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, electronic mail to the Superintendent's school-provided email account, by certified mail or regular mail, or express delivery service to the Superintendent's address of record.
- 13.2 **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, 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   
Garrett Bains  
Date signed 2/18/2020

Hedley Independent School District

By   
Dana Bell, President, Board of Trustees

Date signed 3-23-20