

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARDIN §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the Hardin-Jefferson Independent School District (the "District" or "HJISD") and Brad McEachern (the "Superintendent").

WITNESSETH:

WHEREAS, the District is a Texas independent school district having its administrative offices in Sour Lake, Hardin County, Texas.

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

1.1 **Term.** 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 January 23, 2023, and ending on January 23, 2026. 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 **Annual Working Days.** Superintendent's annual contract period will be for 226 days.

1.3 **No 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 property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

2.1 **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent shall faithfully perform such duties as prescribed in the job description, section 11.201(d) of the Education Code and as may be lawfully assigned by 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 consistent with state law and Board policy. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, rules and regulations as they exist or may hereafter be amended, including but not limited to Board policy DH (Exhibit) which is the Educators' Code of Ethics.

2.3 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid and appropriate 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.

2.4 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.5 Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

2.6 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, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that 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; and excluding any and all criminal claims and charges; 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. However, in no event will any individual Board member be considered personally liable for indemnifying the Superintendent against such demand, claims, suits, actions and legal proceedings. The selection of Superintendent's legal counsel shall be with the 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 2.6 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 2.6 shall survive the termination of this Contract. Nothing in this contract shall be construed to require the District to pay any costs of any legal proceeding in the event the District and Superintendent are adverse parties in any dispute or litigation.

2.7 Legal Residence. Following a reasonable time to relocate and establish a residence within the District, the Superintendent agrees to maintain his principal residence within the legal boundaries of HJISD throughout his employment with HJISD.

III. Compensation

3.1 Salary. The District shall pay the Superintendent an annual salary in the sum of One Hundred Eighty-four Thousand, one hundred ninety-five and No/100 Dollars (\$184,195.00). This annual salary rate shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

3.2 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, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution and shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this Contract or a new contract shall be executed.

3.3 Supplemental Compensation.

3.3.1 As supplemental salary for performance of Superintendent duties, the District shall supplement the Superintendent's annual salary through the term of this Contract by an amount equal to the Superintendent's portion of the required contributions to the Texas Teacher Retirement System ("TRS") both retirement and TRS Care portions. This additional salary supplement for services rendered shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

3.3.2 The District shall provide the Superintendent with supplemental compensation in the sum of five hundred dollars and No/100 Dollars (\$500.00) per month in lieu of providing the superintendent an automobile allowance. Travel outside of Region 5 shall be reimbursed according to section 3.10 of this contract at the District's normal travel rates. The District will annually adjust this portion of the Superintendent's supplemental compensation by the same annual percentage increase applied to the superintendent's salary under Section 3.1 of this contract.

3.4 Benefits. The District shall provide the same benefits to the Superintendent as provided to other employees in accordance with state law and Board policies, except as otherwise provided in this Contract. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase those benefits not otherwise expressly provided herein, at the Board's sole discretion. The District shall provide health insurance benefits to the Superintendent on the same basis as other twelve-month administrative employees of the District.

3.5 Vacation, Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, the greater of ten (10) days or the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. 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. Accrued but unused vacation days shall accumulate and carry forward from year to year during the term of this Contract. At the sole option of the Superintendent, either at the end of each year of the term of this Contract, at retirement, or upon the Superintendent's voluntary resignation, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation and/or local leave days at the Superintendent's daily rate of pay as of the payment date, calculated by dividing the salary in 3.1 by 226. The maximum number of days paid out under this provision shall be 60. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

3.6 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 at and participation in appropriate professional meetings at the local, regional, state and national levels. 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. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.

3.7 Professional Legal Liability Insurance. The District shall obtain, if available, and provide Professional Legal Liability Insurance coverage with the Superintendent as the named insured, against liability in a limit of not less than \$1,000,000.00 per occurrence.

3.8 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

3.9 Outside Consultant Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

3.10 Expenses. As a condition of employment, Superintendent will frequently be required to travel outside the school district on school business, and to attend out-of-district University Interscholastic League (UIL) events in which HJISD students are involved. 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 out-of-pocket and incidental costs incurred by the Superintendent for travel. 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 District business and UIL events. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies. Only travel outside of Region 5 will be reimbursed under this section. Superintendent will not be reimbursed for travel within Region 5 unless approved by the Board.

3.11 **Technology.** The District shall provide the Superintendent with a laptop computer for both professional and personal use, at the sole cost and expense of the District. The Superintendent may, in the Superintendent's discretion, purchase a replacement laptop computer, of comparable price, every two years during the term of this Contract for the advantages offered by the then current laptop computer technology. The District shall reimburse the Superintendent for the cost of a laptop computer purchased pursuant to this provision. The Superintendent will comply with the District's Acceptable Use Policy in utilizing any District-owned electronic equipment.

IV. Annual Performance Goals

4.1 **Development of Goals.** The Superintendent shall submit to the Board each year, for the board's consideration and adoption, a preliminary list of goals for the District. 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 District Goals approved by the Board shall be specific, definitive and measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

V. Review of Performance

5.1 **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. 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.

5.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, 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 or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.3 **Evaluation Format and Procedures.** 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 (where possible) of unsatisfactory performance. 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. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. 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.

VI. Nonrenewal of Employment Contract

6.1 **Nonrenewal.** Nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

VII. Suspension of Superintendent or Termination of Employment Contract

7.1 **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 or may suspend the Superintendent with pay for any lawful reason.

7.2 **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.

7.3 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

7.4 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause, in accordance with Texas Education Code, Chapter 21.

7.5 **Termination Procedure.** In the event that the Board terminates this Contract for “good cause,” the Superintendent shall be afforded all the rights as set forth in the Board’s policies and state and federal law.

7.6 **Resignation of Superintendent.** The Superintendent may resign from 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.

VIII. Miscellaneous

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Hardin County, Texas, unless otherwise provided by law.

8.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

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, 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.

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 unenforceability 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 agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

8.6 **Authorization.** The Board has been authorized to execute the Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on January 23, 2023.

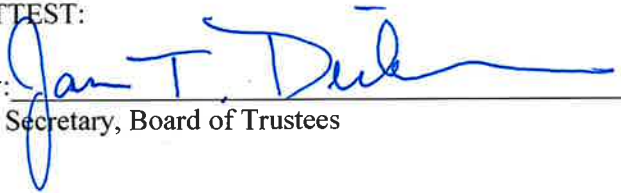
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IN WITNESS WHEREOF, all the parties hereto have executed the Contract in multiple originals to be effective from and after January 24, 2023.


HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

ATTEST:

By: 
Secretary, Board of Trustees

SUPERINTENDENT

By: 
Brad McEachern