
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "District") and DR. ERIC WRIGHT (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 annual basis, beginning **July 1, 2022, and ending June 30, 2027**. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement. During the term of this Contract and any extension thereof, the Contract Year shall be from July 1 through June 30.
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 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. 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 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.
 - 3.4 **Residency:** The Superintendent agrees that he shall, at all times during the term of this Contract, reside within the boundaries of Hays Consolidated School District.

4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or duties as follows:
- 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by state law, the job description, 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. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The District cannot reassign the Superintendent from the position of Superintendent without his written consent.
- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full 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, and regulations as they exist or may hereafter be amended. Notwithstanding the foregoing, the Superintendent shall be permitted to undertake writing, teaching, and speaking activities, with prior notice and consent of the Board President, before undertaking any such activities, provided that these activities do not interfere with the performance of his duties as Superintendent. The Superintendent shall be allowed to retain any compensation received from these writing, teaching and speaking activities only if such compensation is approved by the Board on a case-by-case basis in an open meeting in accordance with the Texas Education Code, Section 11.201(e).
- 4.3 **Meetings:** The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to: (i) the consideration of any action or lack of action on the Superintendent's Contract or the Superintendent's evaluation, (ii) purposes of resolving conflicts between individual Board members, (iii) privileged communication between the Board and its legal counsel in cases where a conflict has arisen between the Board and the Superintendent, or (iv) the Board acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend meetings.
- 4.4 **Referrals:** 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/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) 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 District Board policies.
- 4.5 **Employment of Staff:** The Superintendent shall have sole authority to make recommendations to the Board regarding the selection of contractual personnel who are administrators. The Board retains final authority for employment of such personnel. The Board delegates to the Superintendent final authority to employ

contractual personnel who are teachers, librarians, counselors, and nurses, as well as all noncontractual personnel. The Board may modify, expand or limit this hiring authority through properly authorized amendment of Board Policy DC (LOCAL). The Superintendent's authority shall include the right to organize, reorganize, arrange, direct, assign, reassign and transfer all staff; however, the Superintendent will inform the Board of any assignment, reassignment or transfer of senior administrative staff prior to publicly announcing the proposed employment action.

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

5.1 Salary: Three Hundred and Fifty Thousand (\$350,000.00) per year. This salary increase shall be applied beginning July 1, 2022. Except as provided below, the annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent. 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 contract or a new contract shall be executed. Except as provided below, the Superintendent shall not be paid less than the salary set forth in this Section 5.1 of the Contract.

(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 Insurance: The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its administrative employees on twelve-month contracts. 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 Vacation, Holidays, and Leave: The Superintendent shall observe the same legal holidays as provided by the school calendar adopted by the Board and in accordance with policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of personal, sick, and other leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

- 5.4 Service Awards:** When eligible, the Superintendent shall be entitled to receive any lump sum service awards, in accordance with any criteria and amounts set forth in the District Service Award Plan for the relevant school year(s). Such service awards are not a part of the Superintendent's salary and the Superintendent has no property interest in service awards, which are conditioned upon the Board's decision to authorize or discontinue the same.
- 5.5 Professional Organizations:** The Superintendent is encouraged to participate in various professional educational organizations. The reasonable cost of membership in two such organizations shall be borne by the District in an amount not to exceed one thousand dollars (\$1,000) each District fiscal year.
- 5.6 Professional Growth:** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. However, the Board 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 and private institutions or by educational associations, as well as the 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, not to exceed ten (10) days per year, or as approved in advance by the Board, to attend such seminars, courses or meetings. The District shall bear the reasonable costs and expenses for such attendance or membership.
- 5.7 Business Expenses:** During the Superintendent's employment with the District, the District shall pay or reimburse the Superintendent for reasonable reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract, from funds budgeted for that purpose by the Board. Reimbursable expenses will include, but are not limited to, travel costs, mileage reimbursement for use of a personal vehicle outside of the District, and professional development costs, costs of memberships in civic organizations, and dues paid for membership in professional organizations. The Superintendent shall comply with all policies, procedures and documentation requirements in accordance with Board policies and established procedures.
- 5.8 TRS Salary Supplement:** The District shall supplement the Superintendent's annual salary through the term of this Contract by Fourteen Thousand and NO/100 (\$14,000.00) for use in offsetting the Superintendent's required monthly contribution to the Texas Teacher Retirement System (TRS), including the required contribution for TRS Care. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation by the District for purposes of TRS.

6. **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 and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.
7. **Performance Review.**
 - 7.1 **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 evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description. The Board may also engage in periodic discussions in which informal assessment of the Superintendent's performance and feedback to the Superintendent is provided.
 - 7.2 **Evaluation Format and Procedures:** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with this Contract, the Board's policies, and state and federal law. Unless the Superintendent and Board expressly agree otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed 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. 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.
8. **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.
9. **Termination, Nonrenewal, and Extension of Contract.** Termination or nonrenewal of this Contract, or resignation under this Contract, will be pursuant to Texas Education Code, Chapter 21. At any time during the Contract, the Board may, in its discretion, extend the term of the Contract and reissue the Contract adding one year to the Contract. Failure to extend or to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy. The Superintendent shall have no right to such extension.
10. **Resignation, Retirement or Death.** This Contract shall be terminated upon the death of the Superintendent, upon the Superintendent's resignation or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
11. **Mutual Agreement.** The Superintendent and the Board may agree in writing to terminate this Contract pursuant to any mutually-agreed upon terms and conditions.

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 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.
- 12.7 **Professional Liability:** The District shall indemnify, defend, and hold the Superintendent harmless from any claims, demands, duties, actions or other legal proceedings against him, including court costs and attorney's fees, in his individual or official capacity, for any act or failure to act involving the exercise of discretion and that is within the normal course and scope of his duties to the extent and to the limits permitted by law. The District's indemnity obligation will not apply if the Superintendent is found to have materially breached his 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. It also will not apply to criminal investigations or proceedings. The District may meet its indemnity obligation by purchasing errors and admissions coverage for the benefit of the Board and the professional employees of the District, including the Superintendent. The Board will also be entitled to retain attorneys to represent the Superintendent in proceedings in which he could seek indemnification. 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. The

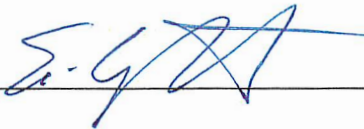
Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation to cooperate in the defense of any matter as required by this paragraph shall continue after the termination of this Contract.

13. Notices.

- 13.1 To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office. 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.
- 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, or in his or her absence, 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's address of record, as provided to the District.

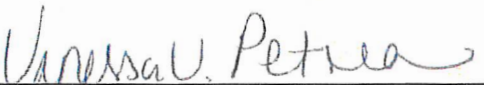
I have read this Contract and agree to abide by its terms and conditions:

DR. ERIC WRIGHT

Superintendent: 

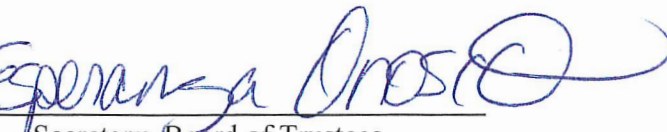
Date Signed: 6-29-22

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

Date Signed: 6/28/2022

ATTEST:

By: 
Secretary, Board of Trustees

Date Signed: 6/28/2022