

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ERATH

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 1st day of July, 2023, by and between the Board of Trustees (the "Board") of the Dublin Independent School District (the "District") and Melissa Summers (the "Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 (b) 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 July 1, 2023, and ending on June 30, 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 **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 is the educational leader and chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent agrees to devote his full time and energy to the performance of these duties in a faithful, diligent and efficient manner.

2.2 **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 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. Further, the Superintendent must provide the District with proof of such certification, as well as experience records, college transcripts, verification of earned degrees, consent for a satisfactory criminal records check, his Social Security Number, and other records required for the personnel files or payroll purposes. Failure to maintain the necessary certification shall render this Contract void, and any material and conscious misrepresentations by the Superintendent in any records provided to the District may be grounds for termination of this Contract and the Superintendent's employment.

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

2.4 **Board 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 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.

2.5 **Criticisms, Complaints, and Suggestions.** 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. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, then the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

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 the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an employee and as the 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 the Superintendent as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any claims or any causes of action where it is determined that the Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act 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 the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also the District's legal counsel. A legal defense may be provided through insurance coverage, in which case the 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. This paragraph does not apply if the Superintendent is found to have committed official misconduct; committed a willful or wrongful act or omission, or an act of omission constituting gross negligence; acted in bad faith, with malice, with conscious indifference or reckless disregard, or with intent to violate a person's clearly-established legal rights, engaged in criminal conduct, or to a claim for breach of this Contract filed by the Superintendent or the Board against the other Party. Excluded are any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract held by the Superintendent. No individual Board member shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse named parties opposing each other in any such proceedings.

2.7 **Residence.** While the Superintendent is employed as Superintendent of Schools of the District, she may reside at her current residence.

III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of One hundred thirty-six thousand dollars (\$136,000.00). The annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies, beginning July 1, 2023.

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. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 Vacation, Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, 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. The Superintendent shall observe the same legal holidays as provided by the 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.

3.4 Insurance. The District shall pay at least the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

3.5 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 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.

3.6 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. Except for the reimbursement of expenses, any financial benefit received by the Superintendent for performing Consulting Services for any other entity must receive prior Board approval, on a case-by-case basis, in an open meeting. The Superintendent will comply with all federal and state laws and regulations and District policies, rules and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract. Any such Consulting Services shall not conflict or interfere with the Superintendent's professional responsibilities to the District and shall be performed during the District's regular work hours only to the extent that the Superintendent has available vacation or personal leave days to cover his absences and has the Board's prior permission for such absences.

3.7 Expenses. 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 to destinations outside the District. 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.

3.8 Other Benefits.

(a) **Automobile – Allowance.** The board shall provide the Superintendent with an automobile allowance in the sum of Seven Hundred Dollars (\$700.00) per month, for travel to destinations within the District, which payment is in lieu of mileage expense reimbursement, gasoline, or other vehicle upkeep charges associated with such travel. This allowance shall be paid in addition to the annual salary set forth in Section 3.1 above. The

Superintendent will be reimbursed by the District on a per mile basis for business travel in the Superintendent's personal automobile to destinations outside the District in accordance with District policy as for other administrative employees on twelve-month contracts.

(b) **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, etc. The expenses of participation in such activities shall be borne by the District. The Superintendent is encouraged to engage in activities that lead to professional growth. Civic and Professional Activities fees shall be paid by the District for the Superintendent for his membership, attendance and participation in meetings and events involving local educational and community groups including, but not limited to, the Lions Club, Rotary Club, the Dublin Chamber of Commerce and similar groups, as a representative of the District. Meetings and events that will incur a cost or fee will be paid by the District.

(c) **Expenses – Allowance.** The District shall provide the Superintendent with a business expense allowance in the sum of One Hundred Dollars (\$100.00) per month for discretionary business expenses related to the District's business that may be incurred by the Superintendent but that are not directly reimbursed by the District, e.g., meal and event expenses for gatherings with individual Board members, staff members, business contacts, and/or other individuals with whom the District has a relationship.

(d) **Telecommunications – Allowance.** The District shall provide the Superintendent with a telecommunications allowance in the sum of One Hundred Twenty-five Dollars (\$125.00) per month. The Superintendent shall maintain personal accounts for telecommunication, i.e., telephone line, mobile telephone service and Internet provider and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to such personal account other than the monthly payment to the Superintendent of the telecommunications allowance stated herein.

(e) **Laptop Computer.** 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. All such equipment will remain the sole property of the District. The computer used by the Superintendent may be used for personal matters, provided that such personal use is legal and in compliance with the District's acceptable use policy and does not interfere with the use of the equipment for business purposes.

(f) **Retirement Account.** The District will place an amount equal to ten percent (10%) of the Superintendent's salary annually into a 403B Mutual fund or retirement account effective June 1, 2021. The mutual fund or retirement account to be determined by the Superintendent.

(g) **Unused Leave Days.** Notwithstanding any contrary provision in board policy, the District shall pay the Superintendent for a maximum of seventy-five (75) accrued, unused local and state personal leave days upon the Superintendent's resignation from employment, provided the Superintendent provides at least thirty (30) days' written notice of resignation. The payout will be calculated using the Superintendent's daily rate of pay at the time of retirement, computed by dividing the Superintendent's annual salary by the number of annual contract days of (226). The compensation shall be earned on January 1, of each year starting on January 1, 2022, at a rate shown below:

January 1, 2022 year 1	15 days
January 1, 2023 year 2	30 days
January 1, 2024 year 3	45 days
January 1, 2025 year 4	60 days
January 1, 2026 year 5	75 days (Maximum allowable)

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 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, Board policies, and lawful Board directives, 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 evaluation instrument selected by the Board in accordance with Article V of this Contract, the Board's policies, and state and federal law. 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. Extension or Nonrenewal of Employment Contract

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

VII. Termination of Employment Contract

7.1 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.

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

7.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) 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 inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standard of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;

- (l) 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;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; or
- (q) Any other reason constituting "good cause" under Texas law.

7.4 **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.

7.5 **Resignation of Superintendent.** 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 year. The Superintendent may resign with the consent of the Board at any other time.

VIII. Miscellaneous

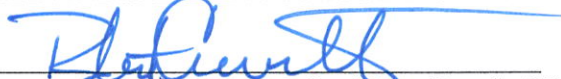
8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Erath County, Texas, unless otherwise provided by law.

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, 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.

DUBLIN INDEPENDENT SCHOOL DISTRICT

By: 
Robert Cervetto, President, Board of Trustees

Executed this 12th day of December, 2022.

SUPERINTENDENT

By: 
Melissa Summers, Superintendent