

SUPERINTENDENT’S EMPLOYMENT CONTRACT

THE STATE OF TEXAS
COUNTY OF ERATH

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KNOW ALL MEN BY THESE PRESENTS:

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.