

**SUPERINTENDENT OF SCHOOLS
MULTIPLE YEAR EMPLOYMENT TERM CONTRACT**

This Contract is by and between the **Board of Trustees of the Iraan-Sheffield Independent School District** (the "District"), a body politic and corporate, of Pecos County, Texas (the "Board") and **Michael Meek** (the "Superintendent"). This Contract is entered into and executed pursuant to the authority of Texas Education Code Sections 11.151 and 11.1511, the Texas Education Code Chapter 21, and the general laws of the State of Texas.

I. Term of Employment

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 on a **12-month basis for a term of three (3) years**, commencing on **January 1, 2018** and ending on **December 31, 2020**, calculated on 226 days annually. 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.

II. Certification

This Contract is conditioned on the Superintendent's holding and maintaining at all times during the term of the Contract, and any renewal or extension thereof, 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 or local Board policy. Any misrepresentations as to certification or qualifications shall be grounds for dismissal for cause.

III. Duties

- A. **Chief Administrator**. The Superintendent shall be the chief administrative officer of the District. The Superintendent shall comply with lawful Board directives, state and federal law, District policies, rules and regulations as they exist or may hereafter be amended. The Superintendent shall perform the duties of the Superintendent of Schools faithfully and satisfactorily, using reasonable care, diligence, skill, and expertise, as well as any additional duties as the Board from time to time may lawfully designate. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

Specifically, it shall be the duty of the Superintendent to:

- 1) Recommend for employment all professional employees of the District, subject to the Board's approval.
 - 2) Hire and/or terminate all non-professional personnel consistent with the Board's policies.
 - 3) Direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law.
 - 4) 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.
 - 5) 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.
- B. Outside Activities. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, teaching, speaking engagements, writing, lecturing, and other duties and obligations, provided that they do not conflict or interfere with the Superintendent's professional responsibilities to the District. Both parties agree that the pursuit of a doctorate, advanced degree or accreditation shall in no way interfere with or infringe upon the Superintendent's ability to carry out the duties and responsibilities outlined in this agreement.
- C. Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- D. 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 (e.g., during a grievance proceeding). In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

E. 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.

IV. Residency

The Superintendent is required to establish and maintain residence within the geographic boundaries of the District for the length of his service as Superintendent.

V. Annual Evaluation

A. Development of District Goals. The Superintendent shall submit to the Board each year for the Board's consideration and adoption, a proposed list of goals for the District ("District Goals"). The Board shall have final approval regarding the formulation of District goals, but agrees to actively solicit and carefully consider the Superintendent's input during its deliberations. The final District Goals approved by the Board shall be reduced to writing 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, ensuring that each goal, as written, is obtainable and sufficiently funded.

B. Development of Superintendent Goals. The Board and Superintendent shall work together to create a list of annual goals for the Superintendent ("Superintendent Goals"), with the final list of Superintendent Goals subject to the approval of both parties. Each of the Superintendent Goals must be measurable, obtainable, and the Board agrees to allocate finances sufficient to accomplish each goal, if appropriate. The final Superintendent Goals shall be reduced to writing 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 Superintendent Goals.

C. Time and Basis of Evaluation. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Contract, pursuant to the controlling Texas Education Code provision. 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 toward accomplishing the District Goals, and the Superintendent's progress toward accomplishing the Superintendent Goals. The evaluation format and procedure shall comply with Board policy and state 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 notified and provided a reasonable period of time to demonstrate such expected performance before being evaluated.

- D. Confidentiality. Unless the Superintendent expressly and in writing requests otherwise, 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. The parties acknowledge that the Superintendent's contract is a public document, subject to the Texas Public Information Act, and subject to posting on the District website or other public forum.

VI. Compensation, Benefits and Expenses

- A. Salary. The salary for the Superintendent under this Contract shall be calculated on the basis of **\$125,000.00** annually, calculated on **226 annual work days**. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.
- B. Adjustments. At any time during the term of this Agreement, 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 this Contract, except as allowed by applicable law. Such adjustments, if any, shall be made pursuant to lawful Board action, and be in the form of an amendment that shall become part of this Contract. An adjustment in salary shall not be considered to create a new contract between the Board and the Superintendent, unless explicitly stated as such and promulgated in a new document.
- C. Professional Development. The Board shall encourage the Superintendent's participation 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 on behalf of the District. In order to encourage 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. Reasonable fees and costs will be paid by the District for the Superintendent's membership and participation in organizations related to his professional development and civic responsibilities. The Superintendent is encouraged to participate in both professional and civic organizations that expand his growth and his involvement in the community.

The District will pay annual membership dues for up to two (2) professional and community based organizations.

D. Business Expenses. The District will pay for or reimburse actual and incidental costs incurred by the Superintendent in the continuing performance of duties under the Contract as follows:

1. Benefits include use of a District-owned cell phone. The parties agree that the cell phone is subject to *de minimis* personal use. Illegal, manifestly inappropriate or excessive personal use of the District-owned cell phone may be grounds for termination. Prior to instigating termination for excessive use, however, the Board agrees that the Superintendent will be notified of the Board's concerns over excessive use and the Superintendent will be given the opportunity to (1) compensate the District any costs that such excessive use may have incurred, and (2) resume use of the cell phone for a probationary period to be determined by the Board. If the Superintendent, during the probationary period or later, once again abuses the *de minimis* usage restriction for the cell phone, he shall be subject to immediate termination.
2. The District will reimburse Superintendent for additional travel and overnight stays directly related to the performance of duties as Superintendent when out-of-District only. The District agrees to pay the actual and incidental costs incurred by the Superintendent for such travel and overnight stays. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals (at the District's per diem rate), rental car, and other expenses incurred in the performance of the business of the District.
3. While not required, the Superintendent will be afforded the opportunity to live in school housing under the terms of this Contract. As part of the consideration for this contract, the District will provide the Superintendent with adequate housing for him and his family, as long as the Superintendent works for the District or until he notifies the

Board, in writing, of his desire to move from District-owned housing. "Housing" shall include regular and ordinary consumption of utilities (specifically, water, gas, electricity, trash, telephone, and internet), the cost of which shall be borne by the District.

4. The Superintendent shall comply with all policies, procedures, and documentation requirements in accordance with Board policies and established procedures, which shall be subject to review by the District's independent auditors.
- E. Benefits. The Superintendent shall receive benefits accorded to other professional employees of the District. This shall include, but is not limited to, the District's "longevity stipend" or any other benefit available to professional or administrative staff. Any future improvement in benefits that may be authorized by the Board for other professional employees will also be provided to the Superintendent, unless explicitly stated otherwise by the Board at the time of authorization.
- F. 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.

VII. Renewal and Extension.

- A. Renewal. The Board and Superintendent may mutually agree to renew this Contract effective at the end of its term in accordance with Board policy. Renewal shall be in accordance with state law and Board policy.
- B. Extension. With the Employee's consent, the Board may substitute and supersede this Contract by issuing a new contract, beginning prior to the end of this contract term, thereby extending the employment term. Such an action shall have the effect of extinguishing this contract and replacing it with an entirely new contract. Extension of the Contract may be considered as part of the annual evaluation process under Section V of this 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.

- C. Expectancy of Continued Employment. This Contract, including any procedures provided herein, does not grant or otherwise create any contractual or other expectancy of continued employment or claim of entitlement beyond the term of this Contract and any extensions entered into pursuant to this Section. As of the date of this Contract, 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 other than as created by law.

VIII. Separation

- A. Discharge for Good Cause. The Superintendent may be terminated during the term of this Contract for good cause pursuant to Texas Education Code Chapter 21 and Board policy. Should the Superintendent be terminated for good cause, he shall be afforded the procedural protections stated in Board policy and as required by law. 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) Failure to comply with the reporting requirements mandated by state law;
 - (f) Neglect of duties;
 - (g) Drunkenness or excessive use of alcoholic beverages;
 - (h) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
 - (i) Conviction of a felony or crime involving moral turpitude;
 - (j) Failure to meet the Districts' standards of 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 constitutes 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.

B. **Nonrenewal**. The Board may nonrenew this Contract at the end of its term in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than 45 days before the last day of the Superintendent's Contract with the District. The reason(s) for proposed nonrenewal and the procedures to be followed other than timing of the notice to Superintendent, shall be those set out in Board policy.

C. **Resignation**. The Superintendent may relinquish his position and leave the employment of the District by written resignation addressed to and filed with the Board not less than 45 days prior to its effective date in the year that the release from this Contract is requested. The Superintendent may resign with the consent of the Board at any other time.

D. **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.

IX. Legal Defense and Indemnification

To the extent it may be permitted 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 the 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 the Superintendent as an employee with the District, acting within the course and scope of the 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 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; 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 District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section IX 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 IX shall survive the termination of this Contract.

X. Controlling Laws and Regulations

This Contract shall be subject to and governed by the laws of the State of Texas and shall be performable in Pecos, County, Texas, unless otherwise provided by law. 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.

XI. Amendment

This Contract may be amended by the mutual agreement of the parties to the extent permitted by state law. Any amendment must be in writing, and a copy shall be attached to this Contract.

XII. Miscellaneous Provisions

- A. Entire Agreement. In entering into this Contract, the parties understand and represent that all existing agreements and contracts, written and verbal, between the parties regarding the Superintendent's employment are superseded by this Contract and that this Contract constitutes the entire agreement between the parties.
- B. Savings Clause. The invalidity or unenforceability in any particular circumstance or any provision of this Agreement shall not extend beyond such provision or such circumstance, and no other provision of this Contract shall be affected thereby.

This Contract has been approved by majority vote of the Board of Trustees in a lawfully-called and convened meeting, and it is executed by authorized individuals in duplicate on the dates shown below.

BOARD OF TRUSTEES, IRAAN-SHEFFIELD INDEPENDENT SCHOOL DISTRICT

By: Margaret G. Holmes
President, Board of Trustees

Date: 9-18-2017

ATTEST:

By: Michael Meek
Vice-President, Board of Trustees

Date: 9-18-17

MICHAEL MEEK

Michael Meek

Date: 9-18-2017