

**SUPERINTENDENT’S EMPLOYMENT CONTRACT**

STATE OF TEXAS                                   §  
                                                          §        KNOWN BY ALL MEN BY THESE PRESENTS  
COUNTY OF PANOLA                           §

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the “Board”) of the Carthage Independent School District (the “District”) and Mr. John Wink (“Superintendent”).

**W I T N E S E T H:**

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

**1. 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 period commencing January 8, 2019 and ending on June 30, 2022, unless sooner terminated or nonrenewed under the provisions of this Contract, state law and/or Board Policy. 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. Failure to extend the term of this Contract does not constitute nonrenewal of the Contract.

**1.2 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.

**2. Employment**

**2.1 Duties.** The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, Board Policy, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and regulations, and District policy and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Contract.

**2.2 Professional Certification and Records.** This Contract is conditioned on the Superintendent’s satisfactorily providing the necessary valid certification and experience

records, medical records, and other records required by law, District policy, State Board of Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render the Contract void. Failure to maintain necessary certification shall render this Contract *void ab initio*. Any material misrepresentation in obtaining or providing such records is independent grounds for dismissal.

**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 Chain of Command and Board Meetings.** The Board acknowledges the chain of command, in that all substantive criticisms, complaints, and/or suggestions will be referred to the Superintendent for investigation and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts. Additionally, the Board shall not enter into executive closed session without the Superintendent, unless it is for the purpose of: discussing personnel matters related to the Superintendent, including but not limited to, the Superintendent's contract or evaluation; the Board determines that the Superintendent's legal interests are adverse to the legal interests of the District; or the Board wishes to deliberate about interpersonal relationships and/or complaints between or among individual Board members.

### **3. Compensation**

**3.1 Salary.** The District shall pay the Superintendent a gross annual salary in the sum of \$190,000.00 for each 12-month period of the term, to be paid in equal monthly installments consistent with the District's practices.

**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, except as expressly provided herein or as allowed by state law, shall the Superintendent's salary be reduced during the term except as mutually agreed by the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

**3.3 Out-of-District Travel Expense Reimbursement.** The District shall reimburse the Superintendent for reasonable out-of-District travel expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The Superintendent shall comply with all procedures and documentation requirements in accordance with the Board policies.

**3.4 Insurance.** The District shall provide the same health and medical benefits for the Superintendent as provided to its administrative employees pursuant to the group health care plan and related benefits provided by the District.

**3.5 Moving Allowance.** The District shall pay Superintendent a moving allowance of \$5000.00. The moving allowance will be a one-time payment tendered to Superintendent on or before January 30, 2019.

**3.6 Vacation, Holiday, Sick Leave.** The Superintendent may take, at the Superintendent's choice, subject to the Board president's approval, the same number of days of vacation authorized by policies adopted by the Board for administrative employees, 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, and is hereby granted the same leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

**3.7 Professional Liability and Indemnification.** The District agrees that it shall 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 his individual capacity, or in his official capacity as agent and employee of the District, provided 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 while the Superintendent was acting within the course and scope of his employment; excluding, however, any such demand, claim, suits, actions judgments, expenses and attorneys' fees 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, with conscious indifference or reckless disregard; 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.

It is expressly understood that 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 Paragraph 3.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

**3.8 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 reasonable attendance at, and participation in, appropriate professional meetings at the local, regional, state, and national levels. The Board 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 paid release time for the Superintendent, as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings in accordance with the Board's policies. 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 professional association membership dues, registration, travel, meals, lodging and other related expenses.

**3.9 Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs including, by way of example, rotary, chamber of commerce, and governmental committees.

**3.10 Outside Consultant Activities.** The Superintendent agrees to devote his time, skill, labor and attention to performing his duties. The Superintendent may utilize vacation days and/or state and/or local personal leave days to 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.

#### **4. 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 Superintendent, as well as goals for the District. The goals approved by the Board ("Performance Goals") shall at all times 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 Performance Goals.

**4.2 Goals Approved by the Board.** The Performance Goals shall be specific, definitive and measurable, to the extent feasible.

#### **5. Review of Performance**

**5.1 Times 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 and the accomplishment of the Performance

Goals referenced in section 4 above and State Board of Education performance goals.

**5.2 Review of Evaluation.** The evaluation meeting shall be held in closed executive session for the purpose of mutual evaluation of the performance of the District and the Superintendent.

**5.3 Evaluation Instrument.** The Superintendent shall submit to the Board a State recommended format for this written evaluation. The Board shall meet and discuss the evaluation format with the Superintendent, attempting in good faith to agree on the development and adoption of mutually agreeable evaluation format, provided the Board has final authority to determine the evaluation format and instrument. The evaluation format, instrument, and procedures shall be in accordance with 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.

## **6. Renewal or Nonrenewal of Employment Contract**

**6.1 Renewal/Nonrenewal.** Renewal or nonrenewal shall be in accordance with 21.212 of the Texas Education Code.

## **7. 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 Resignation.** 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 45<sup>th</sup> 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.

**7.3 Good Cause.** This Contract may be terminated at any time for good cause determined in accordance with Sections 21.211 and/or 21.212 of the Texas Education Code and other applicable Texas law.

**7.4 Retirement or Death.** This contract shall be terminated upon the retirement or death of the Superintendent.

## 8. Miscellaneous

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

**8.2 Conflicts.** Any future amendments in the law applicable to this Contract are incorporated herein for all purposes. Provided, in the event of any conflict between the terms, conditions and provisions of this Employment 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.

**8.3 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.

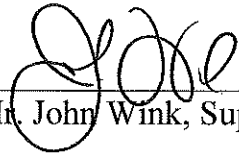
**8.4 Merger Clause.** All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the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

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

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APPROVED by the Board of Trustees on this 7th day of January, 2019.

AGREED:

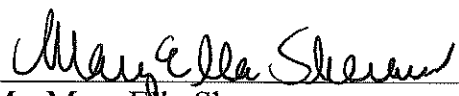
  
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Mr. John Wink, Superintendent

AGREED:

CARTHAGE INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
Dr. Ben Donald  
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

  
\_\_\_\_\_  
Ms. Mary Ella Sherman  
SECRETARY, BOARD OF TRUSTEES