

THE STATE OF TEXAS §

COUNTY OF BLANCO §

SUPERINTENDENT’S CONTRACT

THIS AGREEMENT is made and entered into, this the 11th day of April, 2016, by and between the Board of Trustees (hereinafter called “Board”) of Johnson City Independent School District (hereinafter called “JCISD” or the “the District”) and David Shanley (hereinafter called “Superintendent”).

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 and Chapters 21 and 22 of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

- 1.1 **Length of Contract.** The Board, by and on behalf of Johnson City ISD, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for Johnson City ISD for a term of three (3) years, beginning on July 1, 2016, and ending on June 30, 2019. 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 Rights.** 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, chief executive officer and chief administrator of the district and shall faithfully perform the duties of the Superintendent of Schools for Johnson City ISD as prescribed in state law, job description and as may be reasonably assigned by the Board, and shall comply with all lawful and reasonable Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. Specifically, the duties of the Superintendent shall include:
 - (a) assuming administrative responsibility and leadership for the planning, operation, supervision and evaluation of the educational programs, services, and facilities of the District and for the annual performance of the District’s staff;
 - (b) having sole authority to recommend for employment all professional employees of the JCISD subject to the Board’s approval;
 - (c) employing all other personnel consistent with state and federal law;

- (d) initiating the termination or suspension of an employee or the nonrenewal of an employee's term contract;
- (e) accepting all resignations of employees of Johnson City ISD consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board;
- (f) directing, assigning, reassigning, and evaluating all of the employees of Johnson City ISD consistent with Board policies and federal and state law;
- (g) managing the day-to-day operations of the District as its administrative manager;
- (h) preparing and submitting to the Board of Trustees a proposed budget;
- (i) preparing recommendations for policies to be adopted by the Board of Trustees and overseeing the implementation of adopted policies;
- (j) organizing, reorganizing, and arranging the staff of Johnson City ISD, and developing and establishing administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of Johnson City ISD consistent with the Board's lawful directives, the Board's policies, and state and federal law;
- (k) performing other reasonable duties assigned by the Board of Trustees from time to time;
- (l) Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise.

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 Texas Education Agency and all other certificates required by law and that the Superintendent hereby agrees to devote substantially all of his time, skill, labor, and attention to said employment during the term of this contract. The Superintendent shall also be subject to a criminal record check, and his employment is contingent upon such results being favorable.

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

2.3.2 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to

- (a) the consideration of any action or lack of action on the Superintendent's Contract or the Superintendent's salary and benefits as set forth in this Contract; or
- (b) the Superintendent's evaluation; or
- (c) interpersonal relationships between individual Board members or between the Superintendent and the Board of Trustees; or
- (d) the performance of the duties of the Superintendent.

2.5 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts, as may be reasonably appropriate.

III. Compensation

- 3.1 **Salary.** The JCISD shall provide the Superintendent with an annual salary in the sum of One Hundred Forty Eight Thousand Sixty Six Dollars and Forty Four Cents (\$148,066.44) for 12 months. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 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 pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. The Board will consider all compensation regularly to the end that provision shall be made for such increases as are warranted by performance, longevity, and general economic conditions, including those of the teaching staff and other administrators. Such adjustments, if any, shall be in the form of a written addendum to this Contract, shall be incorporated herein by this reference, and shall act as a novation; or a new contract shall be issued.
- 3.3 **Vacation, Holidays, Sick Leave Benefits.** The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same sick leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.
- 3.4 **Insurance Benefits.** JCISD shall pay at least the same premiums for hospitalization, major medical, and other insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its professional employees.
- 3.5 **Expense Benefits.** The District shall pay or reimburse the Superintendent for expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. Johnson City ISD agrees to pay the actual and incidental costs incurred by the Superintendent for out of District travel; such costs may include, but are not limited to, personal vehicle mileage reimbursement, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies and within the approved annual budget.
- 3.6 **Professional Legal Liability.** The District shall provide a legal defense to Superintendent as a result of any and all demands, claims, suits, actions, or any legal proceeding brought against the Superintendent in the Superintendent's individual or official capacity, providing the incident(s) which is (are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of the Superintendent's employment with the District. The District shall obtain, if available, and pay premiums for a Professional Legal Liability Insurance Policy with coverage in

the sum of one million dollars (\$1,000,000). The District's obligation to provide a legal defense to the Superintendent under this paragraph survives the termination of this contract.

- 3.7.1 **Residence.** Notwithstanding any policy to the contrary, the Superintendent shall not be required to live within the boundaries of the District.

IV. Review of Performance

- 4.1 **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.
- 4.2 **Confidentiality.** The evaluation of the Superintendent shall at all times be conducted in closed 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.
- 4.3 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law. Any changes in evaluation format will not be implemented until the following year's evaluation unless agreed to by both the Superintendent and the Board.
- 4.4 **Relationship with the Board.** The Board of Trustees shall devote a portion or all of one meeting, at least annually, to a discussion of the working relationship between the Superintendent and the Board.

V. Renewal or Nonrenewal of Employment Contract

- 5.1 **Renewal/Nonrenewal.** Renewal or nonrenewal shall be in accordance with Board policy and applicable law. If a majority of the Board determines that the term contract of the Superintendent should be considered for nonrenewal, the Board shall give the Superintendent written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than 12 months before the last day of the contract term.

VI. Termination of Employment Contract

- 6.1 **Resignation.** The Superintendent may leave the employ of the District at the end of a school year without penalty by filing a written resignation with the Board of Trustees. 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 school year.
- 6.2 **Mutual Agreement.** This Contract shall 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.

- 6.3 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.
- 6.4 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. Good cause for termination shall be deemed conduct which is seriously prejudicial to the District, and may include, but not be limited to, incompetence, serious violation of the law, material breach of this employment contract, negligence in the handling of Johnson City ISD's affairs or for other sufficient reason or cause under the laws of the State of Texas or the United States of America.
- 6.5 **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 Board Policies, and State and Federal laws.

VII. Miscellaneous

- 7.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas, and shall be performed in Blanco County, Texas, unless otherwise provided by law.
- 7.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, and approved by the Board at a lawfully noticed meeting, except as expressly provided herein.
- 7.3 **Conflicts.** 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 provided 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.
- 7.4 **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.
- 7.5 **Civic/Professional Activities/Professional Growth.** The Superintendent is encouraged to participate in community and civic affairs and professional education organizations. The Board encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in professional meetings at the local, regional, state and national levels. In its encouragement of the Superintendent to grow professionally, the Board shall permit release time for the Superintendent, as the

Board and Superintendent deem appropriate, to attend seminars, courses or meetings in accordance with the Board's policies. The expense of such activities shall be borne by the District; however, the expenses shall not exceed the approved annual budget. With the prior approval of the Board, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration, at the expense of the District.

- 7.6 **Professional Dues.** The District shall pay 100% of the Superintendent's membership dues to the Texas Association of School Administrators and the Association for Supervision and Curriculum Development, as well as other memberships necessary to maintain and improve the Superintendent's professional skills.

SIGNED AND SEALED at the City of Johnson City, County of Blanco and State of Texas, this 13th day of April, 2015, pursuant to action of the Board of Trustees, taken at the regular meeting held on January 12th, 2015, in accordance with properly posted agendas.

**JOHNSON CITY
INDEPENDENT SCHOOL DISTRICT**

By: _____
Shelly Wenmohs, President, Board of Trustees David Shanley, Superintendent