

JOAQUIN INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY

THIS AGREEMENT is made and entered into this, the 14th day of December, 2009, by and between the Board of Trustees (the "Board") of the Joaquin Independent School District (the "District") and Phil Worsham (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 of the Texas Education code, have agreed, and do hereby agree, as follows:

I. Term

1.1 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 (5) years, commencing on July 1, 2010, and ending on June 30, 2015. 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. Employment

2.1 **Duties.** The Superintendent is the 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 assigned by the Board, and shall comply with all 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 of the Superintendent 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.

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.

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 or the Superintendent's designee shall 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 salary and benefits as set forth in this Contract or the Superintendent's evaluation and to interpersonal relationships between individual Board members.
- 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.

III. Compensation

- 3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of ninety nine thousand two hundred eighty dollars and no cents (\$99, 280.00). This annual salary shall be paid to the Superintendent in equal installments beginning on July 1, 2010. 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. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract. The Board has stated in the motion on December 14, 2009 to consider salary adjustments at budget time. (Adjusted at the July 19, 2010 Board Meeting)
- 3.2 **Work Days and Leave.** The Superintendent shall work not less than two hundred twenty-six (226) days during each year for which this Contract is in effect, in accordance with the professional employment calendar adopted by the Board for each year. The Superintendent may take, at his choice and subject to the Board President's approval, which shall not be unreasonably withheld, the same number of vacation days during each year for which this Contract is in effect as are authorized by the District for other twelve-month professional employees of the District. The Superintendent's accrued and unused vacation days may be accumulated from year to year and carried over into any subsequent year or years for which this Contract is in effect, up to a total limit of thirty (30) days. Vacation days shall be taken by the Superintendent at a time or times that 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 non-duty days as are observed by other twelve-month professional employees of the District. The Superintendent shall be credited for accumulated sick leave and personal leave as provided in Board policies.
- 3.3 **Business 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; such cost may include, but are not limited to, gasoline, hotels and accommodations, meals, and other expenses incurred in the performance of business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
- 3.4 **Health and Dental Insurance.** The District shall pay the premiums for the Superintendent in the amount equal to other employees of the District.
- 3.5 **Disability.** The District shall furnish to the Superintendent, and pay the premiums for such insurance, a disability insurance policy which provides income to the Superintendent in the event that the Superintendent becomes disabled during the term of this contract. The disability policy will be based upon the annual salary of the Superintendent at an annual cost to be paid by the district. The policy will go into effect September 1, 2008 and be renewed annually at the Superintendent's new annual salary. In the event of a disability, the district will pay the Superintendent his full pay and benefits until such time as the Superintendent begins to receive the disability payments provided under such policy. At such time as the Superintendent

begins to receive the disability payments provided under such policy, the Board and Superintendent contract, stipulate and agree that the disability of the Superintendent shall constitute good cause for dismissal under §7.3 of this employment contract.

3.6 **Professional Liability.** *A.* The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under his paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. This District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof. *B.* The Board shall not be required to pay any costs or any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings. *C.* The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

3.7 **Personal Protection.** In the event the life or safety of Superintendent, or Superintendent's family, is threatened or otherwise appears in danger due to the performance of Superintendent's professional duties, the District shall pay all reasonable cost incident to the protection of Superintendent and his family.

3.8 **Medical Examination.** The Superintendent agrees to have a comprehensive medical examination at the District's expense, not to exceed the sum of One Thousand and No/100 (\$1,000.00) Dollars per year, performed by a physician acceptable to both the Board and the Superintendent no later than November 1st of each year during the term of this Contract, including such tests and evaluations as are reasonably selected and specified by the Board, or that the physician in charge of such examination determines are needed. The physician in charge of such examination shall provide a written statement at the conclusion of each such annual examination in a form reasonably acceptable to the Board certifying that the Superintendent is physically able to perform his duties under the Agreement. This statement and the result of the examination shall be filed with the President of the Board and shall be available to the Board of Trustees. Any such report and any written documents containing the result of the examination shall be confidential to the extent permitted by law.

3.9 **Professional Activities and Organizations.** The District encourages the Superintendent to attend, actively participate in, and/or join appropriate professional meetings and organizations at the local, state and national levels. The Superintendent shall give the Board prior reasonable notice of the professional meetings and organizations that the Superintendent desires to attend, actively participate in, and/or join. Unless the Board objects, the District shall pay reasonable expenses for such attendance, participation and/or join from funds budgeted for the purpose, including any membership dues and fees of the Superintendent. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such offices and/or responsibilities do not interfere with the performance of his duties as Superintendent. The Superintendent also may undertake writing,

consulting, teaching and speaking engagements, provided that these activities do not interfere with the performance of his duties as Superintendent and the Superintendent obtains prior approval of the Board.

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 and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

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 evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.
- 5.2 **Confidentiality.** 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 **Format Evaluation and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal laws.

VI. Renewal or Non-renewal of Employment Contract

- 6.1 **Renewal/Non-renewal.** Renewal or non-renewal shall be in accordance with Board policy, applicable law and provisions found in this contract.

VII. Termination of Employment Contract

- 7.1 **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.
- 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.
- 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. During the term of this contract, Superintendent is granted a proprietary interest in continued employment. No action for termination or non-renewal shall be taken against Superintendent unless the Board first notifies Superintendent of its complaint and Superintendent is given a reasonable opportunity to cure such complaint. In the event that the Board elects to terminate or not renew this contract during or upon expiration of this contract in accordance with the school laws of the State of Texas and such rules, regulations, and policies as may be promulgated by the Board, Superintendent shall first be notified, in writing, of the reasons for such termination or non-renewal, be advised of the evidence and witnesses relied upon by the Board to prove and support such grounds, and at the election of Superintendent, shall be afforded a full due process hearing concerning such termination or non-renewal. At any such hearing, Superintendent shall have the right to confront and cross-examine witnesses against him, call witnesses and offer evidence in his own behalf, and shall have all other rights afforded by District policies and state and federal law.

VIII. Miscellaneous

- 8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be

performable in Shelby 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, except as expressly provided herein.

8.3 **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 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 term of the Contract.

8.4 **Saving 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 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 **Acceptance.** This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., the 31st day of August, 2009.

IN WITNESS WHEREOF, the Board has caused this Employment Contract to be approved and signed on its behalf by its duly authorized President and the Superintendent has approved and signed this Employment Contract, effective on the day and year specified in Section 1.1 above.

JOAQUIN INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Mr. Mark Stone, President, Board Of Trustees

By: _____ Date: _____
Mr. Phil Worsham, Superintendent

ATTEST:

By: _____ Date: _____
Mr. Ronnie Belrose, Secretary, Board Of Trustees