

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BRAZOS       §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 20<sup>TH</sup> day of August, 2018 ("Effective Date"), by and between the Board of Trustees (the "Board") of the Bryan Independent School District (the "District") and Dr. Christie Whitbeck (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 August 20, 2018, and ending on August 20, 2021. 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. The Superintendent does not have a property interest or liberty interest, or any other legally recognized and protected interest or expectation, in such extension by the Board. In the event the Agreement is extended, the Superintendent's compensation and benefits will be as set forth herein unless the parties agree to different compensation and benefits in the form of a written addendum or amendment or a new contract.

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. Superintendent shall serve as the educational leader and the chief executive officer of the District and shall faithfully perform the duties of her position as prescribed by state law, in any job description prepared by the District, in District policies, and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, and all District policies, rules, and regulations as they exist or may hereafter be adopted or amended.

The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner.

2.2 Professional Certification. This Contract is conditioned on the Superintendent's obtaining and providing to the Board valid and appropriate evidence of certification, or other waiver, permit or authorization to act as a superintendent in the state of Texas as prescribed by the laws of the state of Texas and rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification. The Superintendent must also file any other records required by the District for employment and/or payroll purposes. Failure to provide and maintain necessary certification, waiver, permit or authorization shall render this Contract void. Any misrepresentation in the records shall be grounds for termination of this Contract.

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 shall be permitted to attend meetings of the Board, both public and closed, at the Board's discretion. However, the Superintendent shall not be permitted to attend 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. In the event of illness or approved absence, the Superintendent's designee shall attend such meetings at the Board's discretion.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall, except as otherwise detailed in this Section 2.5, 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. However, the Board is not required to refer any substantive criticisms, complaints, and suggestions regarding the Superintendent which are brought to their attention to the Superintendent.

2.6 Indemnification. To the extent it may be permitted to do so 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 the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings currently pending or subsequent hereto brought against the Superintendent in her individual capacity or her official capacity as an employee and the Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses or attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent and as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demand, claims, 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 criminal conduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings, nor to any investigations or proceedings in which the District and the Superintendent are adverse to each other; 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 the

District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code Chapter 102, it shall be construed and modified accordingly. 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. Both the District's obligation and the Superintendent's obligation under this Section 2.6 shall continue after the termination of this Agreement.

### III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of TWO HUNDRED THIRTY TWO THOUSAND THREE HUNDRED TWENTY AND NO/100 DOLLARS (\$232,320.00). This annual salary rate shall be paid to the Superintendent in equal 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 in Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution or action. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

Further, upon a satisfactory annual evaluation, unless otherwise determined by the Board, the Superintendent shall be awarded the same general pay increase approved as part of the annual budget for other administrators. Any such salary increase shall not require further Board action and shall be reflected in a new contract or amendment incorporating the adjusted salary.

Further, at any time during the term of this Contract, the Board may, in its discretion, award a bonus to the Superintendent based on her performance, the performance of other employees under her supervision and/or the performance of the School District during her tenure.

3.3 Nonduty, Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the greater of ten (10) days of nonduty annually or the same number of days of nonduty authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be taken in a single period or at different times. The nonduty 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. Accrued but unused nonduty days, up to a maximum of 10 days annually, shall accumulate and carry forward from year to year during the term of this Contract. 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 personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

3.4 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 active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Superintendent shall be reimbursed by the District for reasonable expenses for such attendance, including membership fees and dues of the Superintendent in such organizations, in accordance with Section 3.7 of this Contract.

3.5 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of her duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of her duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in Board-approved local civic organizations in which the Superintendent participates in accordance with Section 3.7 of this Contract.

3.6 Outside Consultant Activities. Upon obtaining prior consent from the Board President, the Superintendent may 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. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

3.7 Expenses. During the Superintendent's employment with the District, the District shall pay or reimburse the Superintendent for reasonable reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract which have been reviewed and approved by the Assistant Superintendent of Business Services and the Board President, from funds budgeted for that purpose by the Board. Reimbursable expenses will include, but are not limited to, travel costs, mileage reimbursement for use of personal vehicle for business travel outside of the District, and professional development costs, costs of membership in Board approved civic organizations, and dues paid for membership in professional organizations. In order to seek reimbursement for out of state travel, such travel must be preapproved by the Board President. Further, the Superintendent shall submit a quarterly report of business expenses to the Board Finance Committee. The Superintendent shall comply with all procedures, documentation requirements, and limitations pertaining to expenses as detailed in Board policies and the Bryan ISD Business Office Procedure Guide.

3.8 Travel. The Board shall reimburse the Superintendent based on mileage at the approved district mileage rate for business travel outside of the local area incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract in accordance with section 3.7. Travel outside of the local area shall be defined as more than 50 miles from the Travis Education Support Center located at 101 N. Texas Avenue, Bryan, TX 77803.

3.9 Laptop Computer. The District shall provide a laptop computer for the Superintendent's business and personal use, at the sole cost and expense of the District. The Superintendent may purchase a new replacement laptop computer during the term of this Contract for the advantages offered by the then-current laptop computer technology, subject to approval by the Board President.

3.10 Insurance. The District shall pay for coverage for group health and hospitalization, dental and life insurance for the Superintendent on the same basis as other administrative employees on twelve-month contracts. The Superintendent shall pay for any additional coverage or insurance for herself or for her family.

#### IV. Annual Performance Goals

4.1 Development of Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") 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.

## 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 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 towards accomplishing the District Goals.

5.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, 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 Evaluation Format and Procedure. The evaluation format and procedure 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.

## VI. Extension or Nonrenewal of Employment Contract

6.1 Extension/Nonrenewal. Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

## VII. 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 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. 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 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;
- (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) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Disability, not otherwise protected by law, that substantially impairs performance of the required duties of the Superintendent;
- (k) Immorality, which is 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;
- (l) Assault on an employee or student;
- (m) Knowingly falsifying records or documents related to the District's activities;
- (n) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (o) Failure to fulfill requirements for superintendent certification;
- (p) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or
- (q) Any other reason constituting "good cause" under Texas law

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.

7.5 Resignation of Superintendent. 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 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

## VIII. Miscellaneous

8.1 Controlling Law. This Agreement is governed by the laws of the State of Texas and it shall be performable in Brazos County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation or enforcement of this Agreement shall be in Brazos County, Texas, unless venue is required elsewhere by Texas 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 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

8.4 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.

[SIGNATURES TO FOLLOW]

BRYAN INDEPENDENT SCHOOL DISTRICT

By:   
Mark McCall, President, Board of Trustees

ATTTEST:

By:   
Felicia Benford, Secretary, Board of Trustees

Executed this 20<sup>th</sup> day of August 2018.

SUPERINTENDENT

By:   
Dr. Christie Whitbeck

Executed this 20<sup>th</sup> day of August 2018.