

Date given Superintendent: 12-18-18

Date returned by Superintendent: 12-18-18

STATE OF TEXAS §
COUNTY OF WINKLER §

SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the WINK-LOVING INDEPENDENT SCHOOL DISTRICT ("WLISD") and SCOTTY CARMAN ("Superintendent") pursuant to Section 11.201 and Section 21.212 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for WLISD.

I. Term

- 1.1 The Superintendent shall be employed on a 12-month basis (241 days), for a term of three (3) years, commencing on July 1, 2019 and ending on June 30, 2022.
- 1.2 WLISD may by action of the Board, and with the consent of the Superintendent, extend the term of this term contract.
- 1.3 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this term 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 and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the WLISD, as prescribed by Texas law and in the adopted job description and as may be assigned by action of 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. The Superintendent shall perform the duties of the Superintendent of Schools for the WLISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his/her time, skill, labor, and attention to his/her employment and the performance of these duties during the term of this term contract.
- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by WLISD hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that s/he has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his/her employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.

- 2.3 *Reassignment.* The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing.
- 2.4 *Board Meetings.* The Superintendent shall attend all meetings of the Board, both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation and from those closed meetings devoted to interpersonal relationships between individual Board members.
- 2.5 *Criticisms, Complaints.* Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by employees or members of the public. The Superintendent shall review the situation and direct a complainant to the appropriate policy for resolution of the complaint. When the matter is a substantive criticism or suggestion, the Superintendent shall investigate and make a report to the Board for its consideration.

III. Compensation and Benefits

- 3.1 *Salary.* WLISD shall provide the Superintendent with an annual salary not less than current salary (\$127,300) plus percent raise give to all employees for the 2019-2020 school year. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 3.2 *Salary Adjustments.* The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this term contract or a new contract shall be issued.
- 3.3 *Vacation, Holidays, Leave Benefit.* Subject to the Board's approval of the scheduling, the Superintendent may take paid vacation in accordance with Board policy DED (LOCAL), the days to be taken in a single period or at different times. The Superintendent shall inform the Board in advance of the date or dates scheduled for vacation. These vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this term contract. Upon employment termination the accumulated days will be paid in compenstation. The Superintendent shall observe the same holidays and breaks as provided by the Board's adopted annual calendar. The Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted board policy.
- 3.4 *District-provided Vehicle.* WLISD shall provide the Superintendent with a late model, full-size automobile for the Superintendent's business and incidental personal use. The WLISD shall fully maintain the automobile in a safe and good working condition and maintain an

automobile liability insurance policy on the automobile with the Superintendent as the named insured. The WLISD shall fully pay or reimburse the Superintendent for expenses incurred in the maintenance and use of said automobile.

- 3.5 *Expenses.* The WLISD 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 WLISD agrees to pay the actual and incidental costs incurred by the Superintendent for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the WLISD. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies. Travel expenses may be reviewed by the Board, and the Board by policy may limit or require pre-approval for out-of-district travel.
- 3.6 *Insurance.* WLISD shall pay the same amount to provide the health and medical insurance as is available to all WLISD employees.
- 3.7 *Cell Phone.* The Superintendent shall be responsible for selecting a wireless provider, shall carry the account in his own name, and shall be personally responsible for payment of all expenses incurred or related to the service.
- 3.8 *Housing.* WLISD shall provide a residence for the Superintendent and his family at 203 SW 6th Street Wink, TX 79789. The Superintendent will pay \$700 per month rent to WLISD. WLISD shall pay for water, wastewater, and garbage pick-up, which accounts are maintained in the name of the WLISD; Superintendent shall pay for electricity, telephone, and cable/satellite television, which accounts shall be maintained in the Superintendent's name.
- 3.9 *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, governmental committees, and educational organizations. The cost of membership in such activities, if any and subject to Board approval in advance, shall be borne by the WLISD.
- 3.10 *Professional Organizations.* The WLISD shall pay the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization.
- 3.11 *Legal Proceedings.* In a case when the Superintendent has no individual professional liability insurance coverage, WLISD shall provide the Superintendent with a legal defense of the District's choice, and the costs and expenses related to that defense for demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his or her individual or official capacity as agent and employee of the WLISD, provided that the Board determines that the Superintendent was acting in good faith and within the course and scope of his or her employment and that the legitimate interests of the WLISD require legal defense on behalf of the public interest. WLISD may purchase insurance to fulfill its obligation under this paragraph. WLISD's obligation to provide legal defense under this paragraph shall survive the termination of this contract, but shall not survive the statute of limitations for any claim eligible for defense under this paragraph.

- 3.12 *Teacher Retirement System.* The District shall supplement the Superintendent's annual salary, for performance of Superintendent duties, by an amount equal to the Superintendent's portion of the monthly contribution to the Teacher Retirement System of Texas beginning July 1 , 2018, and continuing for the term of the Contract, with any extensions made by the Board. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent in regular payroll installments and shall be reported as "creditable compensation" by the District for the purposes of TRS, to the extent permitted by TRS.
- 3.13 *Medical Examination.* The Superintendent shall have a comprehensive medical examination not less than one a year at the district's expense. A statement certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board and treated as confidential by the Board.

IV. Annual Performance Goals

- 4.1 *Development of Goals.* The Superintendent, in cooperation with the District-Level Planning and Decision-Making Committee, shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the WLISD. The goals approved by the Board shall at all times be memorialized in writing and reflected in Board minutes or the Superintendent's annual written evaluation 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 term contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. The evaluation of the Superintendent shall at all times be conducted in closed meeting.
- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be adopted by the Board.

VI. Renewal or Nonrenewal of Term Contract

- 6.1 *Renewal/Nonrenewal.* Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code.
- 6.2 *Appeal.* If the Superintendent is aggrieved by the Board's decision, he or she may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

VII. Termination of Contract

- 7.1 *Mutual Agreement.* This term contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.
- 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 not later than the 45th 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 *Retirement or Death.* This term contract shall be terminated upon the retirement or death of the Superintendent.
- 7.4 *Dismissal or Suspension Without Pay for Good Cause.* The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this term contract for good cause, defined generally as failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this term contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances, including any conduct that is inconsistent with the continued existence of the Board-Superintendent relationship. The following are examples of conduct and situations which may constitute “good cause,” but the term is not limited in meaning by this list:
- (1) Insubordination or failure to comply with written or oral directives issued by action of the Board or failure to comply with Board policies;
 - (2) Any sexual misconduct with a student or employee or any conduct that endangers or has the potential to endanger the health or safety of one or more students or employees;
 - (3) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication when the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency that is remediable;
 - (4) Neglect of duties;
 - (5) Drunkenness or excessive use of alcoholic beverages;
 - (6) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
 - (7) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude,

when the conviction or deferred adjudication occurs during the term of employment;

- (8) Failure to meet the WLISD's standards of professional conduct;
- (9) Failure to comply with reasonable WLISD professional development requirements;
- (10) Excessive absences, i.e., absences not in compliance with district policy or procedures, including applicable state and federal law;
- (11) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the WLISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (12) Assault on an employee or student;
- (13) Falsifying records or documents related to the WLISD's activities;
- (14) Misrepresentation of facts to the Board or other WLISD officials in the conduct of the WLISD's business; or
- (15) Any other reason constituting "good cause" under Texas law.

7.5 *Termination or Suspension Without Pay Procedure.* In the event that the Board proposes to terminate this term contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code.

VIII. Miscellaneous

8.1 *Controlling Law.* This term contract shall be governed by the laws of the State of Texas and shall be performed in Winkler County, Texas, unless otherwise provided by law.

8.2 *Complete Agreement.* This term contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent are superseded by this term contract, and this term contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this term contract.

8.3 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this term contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this term contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

8.4 *Savings Clause.* In the event any one or more of the provisions contained in this term contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this term contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.


EXECUTED at the City of Wink, County of Winkler and State of Texas, this 18th day of December, 2018, pursuant to action of the Board of Trustees at a meeting held on December 18, 2018, for which there was a properly posted agenda that included an item related to employment of a superintendent.

WINK-LOVING INDEPENDENT SCHOOL
DISTRICT

By: 
President Board of Trustees

ATTEST:


Board Secretary


Superintendent