

Date given Superintendent: 1/23/23

Date returned by Superintendent: 1/24/23

STATE OF TEXAS

COUNTY OF TITUS

SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the MOUNT PLEASANT INDEPENDENT SCHOOL DISTRICT ("MPISD") and Judd Marshall ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for MPISD.

I. Term

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of 3 years, commencing on July 1, 2023 and ending on June 30, 2026. This contract is not for a specific number of days within a year, and there are no "non-duty" days under this contract.
- 1.2 MPISD 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 MPISD, 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 MPISD 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 MPISD 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 an 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 meeting 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 meeting 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 look into the matter 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.* MPISD shall provide the Superintendent with an annual salary not less than two hundred eighteen thousand five hundred and forty-five dollars (\$218,545.00). 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 vacation each year of this contract. 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. Unused vacation cannot be converted into compensation. 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 *Expenses.* MPISD 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. MPISD agrees to pay the actual and incidental costs incurred by the Superintendent for travel to destinations outside the District. 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 District. Only UIL and extracurricular activities outside of regular schedules are eligible for reimbursement. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
- 3.5 *Insurance.* MPISD shall pay the same amount to provide the health and medical insurance available to all MPISD employees.
- 3.6 *Residence in District.* The Superintendent shall establish and maintain residence within the MPISD.

- 3.7 *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 MPISD.
- 3.8 *Professional Organizations.* The cost of membership in two professional organizations, as selected by the Superintendent, shall be borne by MPISD. The cost attending professional organizational activities shall be addressed by the Board of Trustees through the budget process.
- 3.9 *Continuing Education.* MPISD will pay up to five thousand dollars (\$5,000) tuition reimbursement to the Superintendent in pursuit of his doctorate degree.
- 3.10 *Legal proceedings.* In a case when the Superintendent has no individual professional liability insurance coverage, MPISD 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 MPISD 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 MPISD require legal defense on behalf of the public interest. MPISD may purchase insurance to fulfill its obligation under this paragraph. MPISD'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.

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 MPISD. 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. It is expressly agreed by the parties that "loss of

confidence in the Superintendent by the Board” shall be a valid ground for nonrenewal pursuant to 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.
- 7.3 *Retirement or Death.* The 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.
- 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 Titus 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 Mount Pleasant, County of Titus and State of Texas, this 23rd day of January 2023, pursuant to action of the Board of Trustees at a meeting held on January 23, 2023, for which there was a properly posted agenda that included an item related to employment of a superintendent.

MOUNT PLEASANT INDEPENDENT SCHOOL DISTRICT

By: Yvonne Hampton
President Board of Trustees

ATTEST:

Kyle D. [Signature]
Board Secretary

Judd Marshall
Superintendent