

Date given Superintendent _____
Date Returned by Superintendent _____

STATE OF TEXAS
COUNTY OF FREESTONE

**Dew Independent School District
SUPERINTENDENT'S CONTRACT**

The Board of Trustees ("Board") of the Dew Independent School District ("DISD" or "District") and DARRELL EVANS ("Superintendent"), enter into this Superintendent's Contract ("Contract") and agree to the following terms and conditions of employment as Superintendent of Schools of DISD.

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 on a 12-month basis for a term of 2 years, commencing on July 1, 2015 and ending June 30, 2017. For purposes of this Contract, a "contract year" is July 1 through June 30.

1.2 Extension. The Board, with consent of the Superintendent, may act during the term of this Contract to extend its term.

1.3 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. 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 District, as prescribed in the job description and as may be lawfully assigned by action of the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be adopted or amended. The Superintendent shall perform his duties with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of these duties during the term of this Contract. All lawful duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. Specifically, it shall be the duty of the Superintendent to:

- (1) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the DISD for the annual performance appraisal of the DISD staff;
- (2) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent;
- (3) Make recommendations regarding selection of DISD personnel, subject to Board approval;
- (4) Initiate the termination or suspension of an employee's employment or the non-renewal of an employee's term contract;
- (5) Manage the day-to-day operations of DISD as its administrative manager;
- (6) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the DISD for the following fiscal year;
- (7) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies;

- (8) Develop appropriate administrative regulations to implement adopted policies;
- (9) Provide leadership for the attainment of student performance based on the academic excellence and indicators adopted by the State Board of Education and other indicators adopted by the Board of Trustees of DISD; and,
- (10) Organize the district's central administration.

2.2 Professional Certification. The Superintendent shall at all times during employment by DISD hold and maintain 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 she has made written disclosure to the Board of any conviction for a felony or any offense involving moral turpitude.

2.3 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his 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 his duties as Superintendent. The expense of these activities, subject to Board approval in advance, may be borne by the District.

2.4 Professional Organizations. 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 and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent.

2.5 Board Meetings. The Superintendent shall attend all meetings of the Board, except in those instances where he may be ill or absent for other reasonable cause, and excepting 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, 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 Board-approved absence, the Superintendent's designee shall attend such meetings.

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

2.7 Liability Insurance.

A. The District's Professional Liability insurance policy provides coverage for the Superintendent as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.

B. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.

C. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract at no cost to the Superintendent.

III. Compensation

3.1 Salary. The District shall pay the Superintendent an annual salary of NINETY-TWO THOUSAND FIVE HUNDRED AND NO/00 DOLLARS (\$92,500.00). 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 from time-to-time shall consider adjustments to the Superintendent's salary and determine if increases are warranted by performance, longevity, and general economic conditions. Salary 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 Contract or a newly executed Contract. The requirements of a mutual agreement or a written addendum or new contract are not applicable if the reduction in salary is made pursuant to and in accordance with the provisions of either Section 21.4021 or 21.4032 of the Texas Education Code.

3.3 Cell Phone. The District shall reimburse the Superintendent for the cost of his cell phone on a monthly basis.

3.4 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the District-established rates for costs incurred by the Superintendent for travel; such costs may include, but are not limited to, mileage, hotels, meals, rental cars, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy.

3.5 Insurance. The District shall pay at least the same premiums for hospitalization and major medical insurance coverage, dental, and vision insurance for the Superintendent pursuant to the group health care plan as provided by the District for its other administrative employees. The District shall pay the entire monthly premium for the Superintendent's dental and vision insurance coverage.

3.6 Vacation, Holidays, Leave Benefit. The Superintendent may take the same number of days of vacation as other administrative employees providing twelve months of service in accordance with Policy DEC (Local). 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 Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees providing twelve months of service.

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 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 goals of the District under Section 4.1 above and 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.

5.2 Evaluation Form and Procedure. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, formant 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.

5.3 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.

VI. Renewal or Nonrenewal of Employment Contract

6.1 Renewal or Nonrenewal. Renewal or Nonrenewal of this Contract shall be in accordance with the Texas Education Code Chapter 21, Subchapter E, and Board Policy.

VII. Termination of Employment Contract

7.1 Mutual Agreement. This Contract may be terminated by the mutual written agreement of the Superintendent and the Board, upon the terms and conditions expressed in the Contract.

7.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 Suspension. In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

7.4 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Section 21.212(d), and Board Policy. The term "good cause" shall include, but is not be limited to the following:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication. (The terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent reasonable opportunity to remediate any incompetence or inefficiency.);
- (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 possession or use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or of any crime involving moral turpitude, conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony, or deferred adjudication for a felony or any crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advance course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent, subject to the provisions of Paragraph 7.4, herein;
- (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;
- (q) Any other reason constituting "good cause" under Texas law.

7.5 Termination Procedure. In the event that the Board terminates this Contract during the term for good cause, the Superintendent shall be afforded all the rights set forth in the Board's 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 performed in Freestone County, Texas.

8.2 Complete Agreement. This 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 agreements, both oral and written, between the parties regarding the employment of the Superintendent are superseded by this Contract, and this Contract constitutes the entire agreement between the parties and cannot be varied except by written agreement or 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, 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, unless otherwise prohibited by law.

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, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

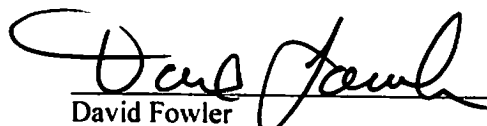
8.5 Headings. The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

8.6 Criminal History. In signing this Contract, the Superintendent represents that he has made written disclosure to the District of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, other than traffic violations, or misdemeanor violations not involving moral turpitude. The Superintendent understands that a criminal history record free of any conviction or adjudication for a felony or of any crime involving moral turpitude and acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. In addition, the Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest or of any indictment, conviction no contest or guilty plea, or other adjudication of the Superintendent, other than traffic violations, or misdemeanor violations not involving moral turpitude. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.

This offer will expire unless signed and returned to the Board or its authorized representative by the 29 day of June, 2015.

Signed this the 29 day of June, 2015.

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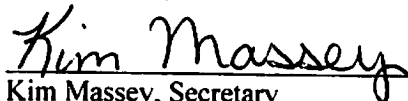


David Fowler
President, DISD Board of Trustees



Darrell Evans, Superintendent

ATTEST BY:



Kim Massey, Secretary
DISD Board of Trustees

Signed this 29 day of June, 2015.