

Date given Superintendent 2/10/17  
Date returned by Superintendent 2/10/17

STATE OF TEXAS §  
COUNTY OF FALLS §

**SUPERINTENDENT'S TERM CONTRACT**

The BOARD OF TRUSTEES ("Board") of the ROSEBUD-LOTT INDEPENDENT SCHOOL DISTRICT ("RLISD") and Dr. Steve Brownlee ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for RLISD.

**I. Term**

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of 3 years commencing on May 1, 2017 and ending on April 30, 2020. 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 RLISD 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 RLISD, as prescribed in the 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 RLISD 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 term contract.
  - 2.1.a Without limiting the foregoing, it shall be the duty of the Superintendent to:
    - (1) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation for the education programs, services, and facilities of the RLISD and for the annual performance appraisal of the RLISD's 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 RLISD personnel, subject to Board approval.
    - (4) Initiate the termination or suspension of an employee's employment or the nonrenewal of an employee's term contract.
    - (5) Manage the day-to-day operations of RLISD as its administrative manager.
    - (6) Prepare and submit to the Board annually a proposed budget covering all estimated

revenue and proposed expenditures of the RLISD 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 indicators adopted by the State Board of Education and other indicators adopted by the Board of Trustees of RLISD.
  - (10) Organize the district's central administration.
- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by RLISD 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 certificate required by law. The Superintendent represents that 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 check, and his 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 or is afforded notice and an opportunity for a hearing.
- 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 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 the 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.* During the first year of the contract, RLISD shall provide the Superintendent with an annual salary not less than \$110,437.92 (one-hundred and ten thousand four-hundred thirty-seven dollars and ninety-two cents). 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.* The Superintendent shall observe the same holidays and breaks as provided by the Board adopted annual calendar. The Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted board policy. Subject to the Board's approval of the scheduling, the Superintendent may take 10 days of vacation annually, individually or consecutively. 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. Unused vacation does not accumulate from year to year and cannot be converted into compensation at the termination of the employment relationship or any other time.

- 3.4 *Automobile/Automobile Expense Benefit.* The Superintendent will be compensated for out-of-district travel at the state rate. Travel expenses may be reviewed by the Board, and the Board by policy may limit or require pre-approval for out-of-district travel.
- 3.5 *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, governmental communities, and educational organizations. The cost of membership in such activities, if any and subject to Board approval in advance shall be borne by the RLISD.
- 3.6 *Professional Organizations.* The cost of membership in two professional organizations shall be borne by RLISD.
- 3.7 *Housing.* RLISD shall provide housing for the Superintendent. \$6,000.00 of the Superintendent's annual salary shall be dedicated to this benefit, and \$500.00 per month shall be deducted from the Superintendent's monthly pay for rent. The amount reflected in this section is not an additional sum to be added to the salary stated in paragraph 3.1 it is a reflection of the value of the housing benefit provided under this Contract. Should the Superintendent decline or otherwise not accept the housing provided by the District under this paragraph 3.7, or moves out of the housing at any time during the contract term, the Superintendent's annual salary under paragraph 3.1 shall be reduced by \$6,000.00, prorated by the number of months remaining in the salary year should the Superintendent move out during the year.
- 3.8 *Health and Life Insurance.* RLISD shall make the same contribution to the Superintendent's health and medical insurance premium as is made for all RLISD employees.

#### **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 RLISD. 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. 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.
- 5.3 *Relations with Board.* At least once annually, the Board will devote all or a portion of one meeting to a discussion of the working relationship between the Superintendent and the Board.

#### **VI. Renewal or Non-renewal of Term Contract**

- 6.1 *Renewal/Non-renewal.* Contract renewal or non-renewal 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 non-renewal pursuant to Section 21.212 of the Texas Education Code. "Loss of confidence in the Superintendent by the Board" shall be defined as a vote of "no confidence," regardless of the outcome, the Board shall provide the Superintendent a written list of concerns. If the Board

fails to provide this list, it thereby foregoes its option to propose contract non-renewal based on "loss of confidence in the Superintendent by the Board."

- 6.2 *Appeal.* If the Superintendent is aggrieved by the Board's decision, he 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.* 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. 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) Failure to perform duties or responsibilities within the scope of employment or 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;
  - (2) Any conduct that is inconsistent with the continued existence of the Board-Superintendent relationship, including without limitation 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) Insubordination or failure to comply with written or oral directives issued by action of the Board or failure to comply with Board policies;
  - (4) 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 remedial;
  - (5) Neglect of duties;
  - (6) Drunkenness or excessive use of alcoholic beverages;
  - (7) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
  - (8) 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.
  - (9) Failure to meet the RLISD's standards of professional conduct;
  - (10) Failure to comply with reasonable RLISD professional development requirements;
  - (11) Excessive absences, i.e., absences not in compliance with district policy or procedures, including applicable state and federal law.
  - (12) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
  - (13) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the

RLISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;

(14) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with parents, the community, or staff, unless the relationship or good rapport is not achieved or maintained due to no fault of the Superintendent.

(15) Failure to make a reasonable effort to attain goals set by the Board.

(16) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with the Board, for any reason, in its sole and final determination;

(17) Assault on an employee or student;

(18) Falsifying records or documents related to the RLISD's activities;

(19) Misrepresentation of facts to the Board or other RLISD officials in the conduct of RLISD's business; or

(20) 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 Falls 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 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 Rosebud, County of Falls, and State of Texas, on this 16<sup>th</sup> day of February, 2017 pursuant to action of the Board of Trustees at a meeting held on \_\_\_\_\_, 2017, for which there was a properly posted agenda that included an item related to employment of a Superintendent.

ROSEBUD-LOTT  
INDEPENDENT SCHOOL  
DISTRICT

By: Henry Buawo  
President Board of Trustees

ATTEST:

By: Cindy Kahlig  
Board Secretary

Dr. Steve Brownlee  
Superintendent of Schools