

Date given to Superintendent: Jan. 17, 2017
Date returned by Superintendent: _____

STATE OF TEXAS
COUNTY OF UPSHUR

SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the ORE CITY INDEPENDENT SCHOOL DISTRICT ("OCISD") and Lynn Heflin ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for OCISD.

I. Term

The Superintendent shall be employed on a 12-month basis, for a term of thirty-six (36) months, commencing on July 1, 2017 and ending on June 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.

OCISD may, by action of the Board, and with the consent of the Superintendent, extend the term of this term contract.

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

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 OCISD, 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 OCISD 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.

2.1a 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 OCISD and for the annual performance appraisal of the OCISD'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 OCISD 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 OCISD as its administrative manager.
- (6) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the OCISD 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 OCISD.
- (10) Organize the district's central administration.

Professional Certification. The Superintendent shall, at all times during employment by OCISD, 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 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 employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.

Reassignment. The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing.

III. Compensation and Benefits

Salary. During the first year of the contract, the OCISD shall provide the Superintendent with an annual compensation package of not less than \$112,000.00. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

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.

Vacation, Holidays, Leave Benefits. Subject to the Board's approval of the scheduling, the Superintendent may take the same number of days of vacation as are authorized by Board policy for administrative employees on twelve-month contracts. 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. 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.

Travel Expenses. The Superintendent shall be reimbursed for out-of-district travel at actual costs, unless expenses are paid with a district-provided credit card. The Board, by policy, may limit or require pre-approval for out-of-district travel. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

Insurance. The District shall pay the same premium for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its employees.

Outside Consultant Fees. The Superintendent may serve as a consultant and receive a reimbursement of expenses and/or paid honorarium for such consultant services at no expense to the District. Consultation provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal laws.

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, may be borne by OCISD.

Professional Organizations. The cost of membership in two professional organizations shall be borne by OCISD.

Legal Proceedings. In a case when the Superintendent has no individual professional liability insurance coverage, OCISD 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 individual or official capacity as agent and employee of OCISD, 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 OCISD require legal defense on behalf of the public interest. OCISD may purchase insurance to fulfill its obligation under this paragraph. OCISD'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

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 OCISD. 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

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.

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. "Loss of confidence in the Superintendent by the Board" shall be defined as a vote of "no confidence" passed by a majority of the Board plus one (1) member.
- 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.

VI. 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.
- 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.

VII. Miscellaneous

- 8.1 *Controlling Law.* This term contract shall be governed by the laws of the State of Texas and shall be performed in Upshur 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 Ore City, County of Upshur and State of Texas, this 16 day of January, 2017, pursuant to action of the Board of Trustees at a meeting held on January 16, 2017, for which there was a properly posted agenda that included an item related to the renewal of the Superintendent's contract.

ORE CITY INDEPENDENT SCHOOL DISTRICT

By: Susan C. Camp
President, Board of Trustees

ATTEST:

Virginia Harris
Board Secretary

[Signature]
Superintendent

It is the policy of the Ore City Independent School District not to discriminate on the basis of sex, disability, race, color, age, religion, national origin, or status as a veteran in its educational and vocational programs, activities, or employment.

OCISD Provides a Drug and Tobacco-Free Workplace