

HAWLEY INDEPENDENT SCHOOL DISTRICT

◀ Superintendent's Contract ▶

This agreement is made and entered into by and between the Hawley Independent School District, (hereinafter "The District") acting by and through its duly elected Board of Trustees (hereinafter "The Board") and pursuant to a vote of the Board at its meeting on January 10, 2011, and Glenn Coles (hereinafter "Superintendent"):

WITNESSETH:

1. APPOINTMENT OF SUPERINTENDENT

The Board, acting on behalf of the District, hereby appoints and employs Glenn Coles as Superintendent of Schools of the District, subject to the term, covenants and conditions hereinafter contained. Mr. Coles agrees to accept the appointment as Superintendent of Schools for the District, and by execution hereof agrees to all terms, covenants and conditions contained in this agreement.

2. COMPENSATION

In consideration for the performance of the duties assigned to the office, the Superintendent shall be paid a salary of \$90,184.00 per annum. The annual salary is based on 226 workdays in each work year, which begins July 1 and ends the following June 30. Upon request, the Superintendent will provide the Board with the status of the number of days worked in the contract year to date.

3. TERM OF CONTRACT

The term of this contract will be July 1, 2011 through June 30, 2013, unless sooner terminated as hereinafter provided. The term of this agreement may be extended from time to time in accordance with the terms and conditions contained herein, or by other mutual agreement of the parties. Extensions may be in the form of an amendment and attached hereto.

4. DUTIES OF SUPERINTENDENT

- A. The Superintendent shall perform the duties of this office in and for the public schools in the District as prescribed by the laws of the State of Texas, the State Board of Education, Texas Education Agency, Board policies BJA and BJA (Local), any other applicable Board policy (ies), and this contract. He shall also perform all other duties that are appropriate for the office and from time to time assigned by the Board. The Superintendent shall be the Educational leader and Chief Executive Officer of the District. He shall manage the day-to-day operations of the District as its CEO and administrative manager.**
- B. The Superintendent agrees to devote his time, skill, labor, and attention to the performance of the duties of his office during the term of the contract. The Superintendent may accept remuneration for consulting services, speaking engagements, lecturing, or other professional pursuits, which do not conflict with this District's duties.**
- C. The Superintendent shall have sole authority to make recommendations to the Board regarding the selection of all personnel. The Board may accept or reject the Superintendent's recommendation. If the Board rejects the Superintendent's recommendation, the Superintendent shall make alternative recommendations until the Board accepts a recommendation. The Superintendent shall assume administrative authority and responsibility for the assignment and evaluation of all personnel, other than the Superintendent. The Superintendent is responsible for initiating termination or suspension of an employee, or the non-renewal of an employee's term contract. It is understood and agreed that occasionally at certain times of the year timing is a critical factor in the placement of personnel, and in such instances the Superintendent shall have the authority to place new personnel on the job, subject to final approval of the Board, provided there is current budget authorization for filling the position.**

5. INCREASE IN COMPENSATION

The Board may prospectively adjust the annual salary of the Superintendent at anytime, during the original term, or any extensions of this Contract. The Board may not reduce the Superintendent's annual salary below the amount paid to him during

the first year of this Contract, unless such decrease is a part of a uniform plan requiring the reduction of salaries of all administrators of the District. Any adjustment in salary made during the term of this Contract, or any extension (hereof shall be based on the Superintendent's overall annual evaluation rating, shall be in the form of an amendment and shall become part of this Contract. Any amendment addressing compensation shall not be construed as a new contract, or that the termination date of the existing Contract has been extended, unless expressly stated.

6. EVALUATION OF SUPERINTENDENT

The Board shall evaluate the performance of the Superintendent annually, during the month of January throughout the term of this contract, and any extensions thereof. Evaluations of the Superintendent shall be conducted in accordance with Board Policy BJCD and BJCD (Local) and in accordance with TEX.EDUC.CODE, and any other applicable rule, regulation or board policy, as they now exist, or as they may be amended. Indicators and descriptors for criteria shall be adopted in accordance with 19 TAC 149.45. Any rating of below expectation" or lower must be specifically explained in the rating sheets, and reviewed between the Superintendent and the Board. Each element or criteria of the evaluation shall be in writing and furnished to the Superintendent and the Board members prior to the commencement of the rating period. Each evaluation period shall be limited to events occurring only during that period, and may include any aspect of job performance. The consensus of the Trustee's rating shall form the basis of determining the overall evaluation rating of the Superintendent, unless some other procedure is established by the Board and notice given to the Superintendent before the rating period in which any such change is to become effective.

7. ANNUAL PERFORMANCE GOALS

The Board, in cooperation with the Superintendent, will establish a list of performance goals no later than March of each year. The Superintendent will submit his plan to implement the goals established by the Board in April of each year. This will include activities, time lines, required resources, and evaluation instruments. The plan for achieving the goals shall apply to the period of September 1 through August 31. The plan may be adjusted from time to time in a reasonable manner either on the action of the Board, or upon recommendation of the Superintendent

and approval of the Board. Failure to achieve adjusted goals shall not be considered during the rating period in which the adjustment occurs. The degree of accomplishment of the stated Board goals shall be included in the evaluation criteria applied to the Superintendent.

8. PROOF OF CERTIFICATION

The Superintendent shall furnish throughout the term of this contract a valid certificate to act as Superintendent in the State of Texas, as defined in the Texas Education Code.

9. ANNUAL MEDICAL EXAMINATION REQUIRED

There will be no required medical examination of the Superintendent.

10. ILLNESS, DISABILITY AND DEATH

Should the Superintendent be unable to perform the essential functions of his duties with or without reasonable accommodations, by reason of illness, accident or other cause, after exhausting accumulated leave, and said disability then continues for a period of more than 30 consecutive calendar days during any school year, the Board in its discretion may continue the Superintendent's salary without reduction, or suspend the salary until the Superintendent is able to return to work, or reduce the Superintendent's salary during such period to any amount less than the total salary that would otherwise be paid during such period. If such disability then continues beyond the end of the permitted 30 consecutive calendar days for more than 180 consecutive calendar days, or if the disability is permanent, irreparable and of such nature that makes the performance of the essential functions of the Superintendent's duties with or without reasonable accommodation improbable, the Board may terminate this contract effective on the first day of the month following 15 days written notice. In the event of the death of the Superintendent, this contract shall automatically terminate on the date of death. In the event of termination as a result of any of the foregoing, the Superintendent shall not be entitled to any further compensation under the terms of this Contract beyond the effective date of termination.

11. REIMBURSEMENT OF EXPENSES

Travel expenses incurred by the Superintendent in the performance of his duties and responsibilities, including attendance at workshops, conferences, and conventions related to professional development that are eligible for reimbursement by Board Policy or have been pre-approved by the Board shall be reimbursed according to District policy.

12. MISCELLANEOUS BENEFITS

- A. The Superintendent shall receive all benefits accorded to other professional employees of the District.
- B. The District will provide the Superintendent a vehicle for District and personal use.
- C. The District will provide the Superintendent a cell phone.

13. TERMINATION, NONRENEWAL AND RESIGNATION

- A. At any time during the term of this contract, or any renewals or extensions thereof, the Superintendent shall be subject to discharge for good cause, provided however the Superintendent shall be presented with written charges, notice of right of hearing and upon request shall be granted a fair hearing. Dismissal procedures described in TEX.EDUC.CODE, Chapter 21 and Board Policy BJCE, as they now exist, or as they may be amended from time to time apply.
- B. The Board, after considering the Superintendent's evaluations, may choose to non-renew the Superintendent's contract at the end of the Contract period for good cause as determined by the Board, or for any reason stated in Policy BJCF (Local), or if the Board determines non-renewal is in the best interest of the District TEX.EDUC.CODE, Chapter 21 and Board policies BJCF and BJCF (Local) prescribing non-renewal procedures shall apply.
- C. The Superintendent may resign and leave the District at the end of any school year without penalty, provided written notice is given to the Board on or before the first day of April prior to the effective date of the resignation. On the effective date of resignation, all rights, duties and obligations in the part of the

District and the Superintendent created by this Contract shall terminate. The date of written notice of resignation may be amended if approved by the Board, or its designee, and the Superintendent.

14. NO TENURE OR PROPERTY INTEREST CREATED

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, expressed or implied, is created in continued employment beyond the Contract term.

15. "TERM" INCLUDES ALL EXTENSIONS

As used herein, "term" includes both the initial term of the contract and when not inconsistent, includes any subsequent extension or extensions thereof.

16. DATE OF ACCEPTANCE AND EFFECTIVE DATE

The date that the Superintendent signs this Contract is deemed to be date of acceptance. Thereafter the rights of the parties hereto shall be complete and governed by the terms of this agreement.

17. REFERENCE TO BOARD POLICIES, ETC.

Any references to Board policies, statutes, the Tex.Educ.Code, Tex. Adm.Code, State Board of Education regulations, and any other laws, policies, and regulations in this contract include all amendments Subsequently adopted that in any way applies to this contract, as well As any amendments referred to above shall apply and govern this contract and any extensions from and after the effective date of any change.

18. LITIGATION DEFENSE

The District agrees to provide a legal defense through its insurance coverage, to the extent permitted by such coverage, as well as costs and expenses related to the defense that are paid through such insurance coverage, for any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in his

individual capacity, or in his official capacity as agent and employee of the District, provided the act, occurrence, or claim arose while Superintendent was in compliance with the District's policies, state law and federal law.

19. MISCELLANEOUS PROVISIONS

- A. Reassignment: The Superintendent shall not be subject to reassignment to any other position in the District, without the mutual consent of the Board and the Superintendent.
- B. Closed Meetings: The Superintendent shall be entitled to notice and shall have the right to attend all closed meetings of the Board, except in cases where the Board is discussing or deliberating self-evaluation, the Superintendent's evaluation and annual appraisal, the Superintendent's Contract, and its status, the Superintendent's salary and any adjustment thereto, and when seeking advice from the Board's attorney relating to any of the foregoing matters.

20. USE OF SUBTITLES

The use of subtitles in this agreement is for the convenience of the parties only, and shall not be construed as having any substantive meaning or legal significance.

21. AMENDMENTS

This is the agreement in its entirety between the parties hereto. Any change or amendments shall be in writing, subscribed by the parties and attached hereto in order to become a part of this agreement.

22. PLACE OF PERFORMANCE

This agreement is hereby deemed performable entirely in Jones County, Texas.

23. BINDING EFFECT

This agreement, in its entirety, shall be binding upon all the parties hereto, their respective heirs, executors, administrators and successors in office.

Executed in multiple originals on the 10th day of January, 2011.

HAWLEY INDEPENDENT SCHOOL DISTRICT



Irene Smith, Board President

2-24-2011

Date

ATTEST:



Jan McCarty, Adm. Assistant
Hawley ISD



Glenn Coles, Superintendent

2/28/11

Date