

ARGYLE INDEPENDENT SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT

This Contract of Employment (“Agreement”) is made and entered into on January 11, 2012 by and between the Board of Trustees (the “Board”) of the **ARGYLE INDEPENDENT SCHOOL DISTRICT** (the “**District**”) and **DR. TELENA WRIGHT** (the “Superintendent”).

Pursuant to the authority of §11.201, *et seq.* of the Texas Education Code and the general laws of the State of Texas, the Board and the Superintendent hereby agree as follows:

I.

TERM

1.1 **Term.** The Board, by and on behalf of the District, hereby employs the Superintendent, and the Superintendent accepts such employment, for a term commencing on January 11, 2012, and ending on June 30, 2015, or terminated earlier as herein provided. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law. Failure to reissue the agreement for an extended term shall not constitute non-renewal under Board Policy.

1.2 **Tenure.** The parties agree that the District and the Board have not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the term of this Agreement.

II.

EMPLOYMENT

2.1 **Duties.** The Superintendent is the chief administrator and executive officer of the District and shall administer the District in accordance with the Board's Policies. As such, the Superintendent shall assign the administrative and supervisory staff in the manner which, in her judgment, best serves the public schools of the District. The responsibility for selection and/or promotion of personnel shall be vested in the Superintendent and her staff, subject to the approval of the Board. The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board. The Superintendent shall comply with all lawful Board directives, policies, rules and regulations, and state and federal laws, as they exist or may hereinafter be amended or adopted. The Superintendent shall perform the duties of the Superintendent of schools for the District with reasonable care, skill and expertise and in a thorough, prompt and efficient manner. Except as provided in this Agreement, the Superintendent agrees to devote her time and energy to the performance of these duties in a faithful, diligent, conscientious and efficient manner. All

duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibilities of the Superintendent.

2.2 **Professional Certification and Records.** The Superintendent shall maintain at all times during the term of this Agreement valid and appropriate certification to act as a Superintendent of Schools in the State of Texas as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification and shall provide evidence of such certification to the Board upon request at any time. The Superintendent shall also provide evidence of educational attainment, degrees earned, previous professional experience and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification shall render this Agreement void, and any material misrepresentation by the Superintendent in any records provided to the District shall be grounds for termination.

2.3 **Reassignment.** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.

2.4 **Board Meetings.** The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation and/or job performance, or for purposes of resolving conflicts between individual Board members or when the Board is acting in its capacity as a tribunal or when the Board determines it is in the best interest of the Board and the District. In the event of illness or Board-approved absence, the Superintendent's designee may attend such meetings.

2.5 **Criticisms, Complaints and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such action.

III.

COMPENSATION

3.1 **Annual Base Salary.** The Superintendent shall be paid an annual base salary of one hundred forty thousand six hundred and seventy-five dollars (\$140,675.00) ("Annual Base Salary") effective January 11, 2012, payable in equal monthly installments consistent with Board Policies.

3.2 **Salary Adjustments.** At any time during the term of this Agreement, the Board may, in its discretion and consistent with applicable law, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than set forth above, except

by mutual written agreement of the parties. The Superintendent shall be considered for salary adjustments in accordance with salary adjustments made for other administrative staff members. Any adjustments in salary shall be in writing and signed by the parties.

IV.

BENEFITS

4.1 **Travel Expenses.** The Superintendent shall be reimbursed for reasonable and necessary travel expenses incurred in providing services to the District.

4.2 **Automobile Allowance.** The Superintendent will be reimbursed by the District on a per mile basis for business travel in the Superintendent's personal automobile in accordance with District policy as for other administrative employees on twelve-month contracts.

The Superintendent shall comply with all policies, procedures and documentation requirements established by the Board, the District's independent auditors and the state and federal laws regarding mileage expense reimbursement.

4.3 **Vacation, Holiday and Personal Leave.** The Superintendent shall receive fourteen (14) days of vacation per year during the term of this Contract. Vacation days taken by the Superintendent will be taken at such time or times as 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 on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. The Superintendent must submit unused vacation days by June 30 of each school year to be paid at her current daily rate. Vacation days will not be accrued from contract year to contract year.

4.4 **Professional Growth.** 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 at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. 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 seminars, courses or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the American Association of School Administrators, the Texas Association

of School Administrators, and the Texas Association of Suburban/Mid-Urban Schools, as well as other memberships necessary to maintain and improve the Superintendent's professional skills.

4.5 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of such activities, subject to Board approval, shall be borne by the District.

4.6 **Expenses.** The District 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. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel. 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. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

4.7 **Credit Card.** The District will provide the Superintendent with a credit card owned by the District to which reasonable business expenses may be charged. Such reasonable business expenses include but are not limited to charges for business meals.

4.8 **Insurance Benefits.** The District shall pay the premiums toward the purchase of life insurance for the Superintendent having an aggregate face amount of \$100,000.00. All life insurance policies provided hereunder shall be owned by the District on the life of the Superintendent, with the Superintendent having the sole right to determine the beneficiary under the policies. The District shall provide the Superintendent with all insurance and/or other benefits on the same basis as other twelve-month administrative employees of the District.

4.9 **Communications Allowance.** The District shall provide the Superintendent with a communications device as presently provided. The Superintendent shall continue participation in the District "pool" for mobile telephone service and shall not open an individual account in the name of the District. The District shall be responsible for the expenses related to participation in the District "pool."

4.10 **Technology and Internet Service.** The District shall provide the Superintendent with a laptop computer for both professional and personal use, at the sole cost and expense of the District. The laptop computer shall remain the property of the District and returned by the Superintendent upon termination of her employment with the District.

V.

NON-RENEWAL/TERMINATION OF EMPLOYMENT CONTRACT

5.1 **Non-Renewal.** The Board may non-renew this Agreement in conformance with the terms of Subchapter E, §21.201, et seq., Texas Education Code. In the event the Board does not renew this Agreement, the Superintendent shall be afforded all the rights set forth in the Board's Policies and state and federal law.

5.2 **Termination.** This Agreement may be terminated by mutual written agreement of the Board and the Superintendent at any time upon such terms and conditions as may be mutually agreeable to the parties. In addition, this Agreement shall be terminated upon the retirement or death of the Superintendent. The Board may dismiss the Superintendent during the term of this Agreement for good cause as that term is applied under Texas law, provided that the Superintendent shall be provided all procedural and substantive rights as set forth in the Board's Policies and applicable state and federal law. If the Superintendent chooses to engage the services of legal counsel to represent her in any such manner, she shall pay the costs thereof.

5.3 **Good Cause.** For purposes of this Agreement, the term “good cause” is defined as follows:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Agreement;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not constitute good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency 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; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District- sponsored activity;
- (g) Illegal use of drugs, hallucinogens or other substances regulated by the Texas Controlled Substances Act;

- (h) Conviction of a felony or 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 report any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by District policy;
- (j) Failure to meet the District's standards of professional conduct;
- (k) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (l) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (m) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not defined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- (n) Assault on a person on school property or at a school-related function, or an employee, student, or student's parent regardless of time or place.
- (o) Knowingly falsifying records or documents related to the District's activities;
- (p) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (q) Failure to fulfill requirements for superintendent certification;
- (r) Failure to fulfill the requirements of a deficiency plan under an emergency permit;
- (s) Any breach by the Superintendent of this Agreement or any reason specified in this Agreement;
- (t) Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law; or
- (u) Any other reason constituting "good cause" pursuant to District Board of Trustees' Policy and/or Texas law.

VI.

EVALUATION

6.1 **Annual Evaluation and Assessment of Performance.** The Board shall evaluate and assess the performance of the Superintendent in writing in January of each year during the term of this Agreement, and at such other times as deemed necessary and appropriate by the Board. The meetings at which the Board evaluates and assesses the performance of the Superintendent will be held in closed session unless the Board and the Superintendent mutually agree that they should be held in open session. The evaluation and assessment of performance shall be in accordance with the Board's Policies and state and federal law and shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and the goals and objectives approved by the Board for the year of the evaluation.

6.2 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article VI of this Agreement, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument format and/or procedure is to be modified by the Board and such modification would require new or different expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VII.

PHYSICAL CONDITION AND DISABILITY

7.1 **Medical Examination.** The Superintendent shall undergo a comprehensive medical examination prior to beginning employment with the District and not less than once every two (2) years and not more than once per year following employment with the District, such examination to be performed by a licensed physician mutually acceptable to the Board and the Superintendent. The Superintendent's examination prior to beginning employment with the District is a condition of employment with the District. The physician shall submit a confidential statement to the Board following any evaluation if the Superintendent is unable to perform the essential functions of her position. Copies of all such statements shall be confidential to the extent permitted by law. The District shall pay all reasonable and actual costs of the annual physical examination.

7.2 **Disability.** Should the Superintendent become unable to perform any or all of the duties of her position by reason of illness, accident or other cause, and said disability exists after all sick leave and vacation time has been exhausted, the Superintendent shall be entitled up to one hundred eighty (180) days of leave of absence for temporary disability. If such disability continues after the exhaustion of all sick leave and vacation time and one hundred eighty (180) additional days of temporary disability, or if such disability is permanent or irreparable as determined by the physician mutually acceptable to the Board and the Superintendent, or such disability is of such a nature as to make performance of the Superintendent's duties impossible,

the Board may, at its option, terminate this Agreement, whereupon the respective rights, duties and obligations herein stated shall terminate.

VIII.

MISCELLANEOUS

8.1 **Indemnification and Defense.** To the extent permitted by law, the District shall indemnify, defend and hold the Superintendent harmless regarding any claims, demands, suits, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of her duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct. The District may, at its sole discretion, fulfill its obligations under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Agreement.

8.2 **Controlling Law.** This Agreement shall be governed by the laws of the State of Texas, and it shall be performable in Denton County, Texas.

8.3 **Complete Agreement.** This Agreement embodies the entire understanding and agreement of the parties and supersedes all other agreements and understandings, both written and oral. Any additions, deletions or modifications to the terms and conditions of this Agreement, including, but not limited to, changes in the term of the Agreement or the base annual salary of the Superintendent, shall be made only by written addendum signed by both parties. Any prior agreement between the parties, oral or written, is terminated and superseded by this Agreement by the parties' mutual consent as of the effective date of this Agreement.

8.4 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained herein.

8.5 **Conflicts.** In the event any conflict between the terms, conditions and provisions of this Agreement and the provisions of the Board's Policies, the Texas Education Code or any other state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Board Policies and/or any such law.

8.6 **Savings Clause.** In the event any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.7 **Multiple Originals.** This Agreement is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

8.8 **Agreement Interpretation.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the parties agree that this Agreement shall not be interpreted against the drafter hereof.

**ARGYLE INDEPENDENT SCHOOL
DISTRICT BOARD OF TRUSTEES**

By: Mr. Randy McKellar
Its: President

Date: _____

Address: 800 Eagle Drive
Argyle, Texas 76226

**ATTEST: ARGYLE INDEPENDENT SCHOOL
DISTRICT BOARD OF TRUSTEES**

By: Mrs. Brenda Alexander
Its: Secretary

Date: _____

Address: 800 Eagle Drive
Argyle, Texas 76226

Dr. Telena Wright, Superintendent

Date: _____

Address: 800 Eagle Drive
Argyle, Texas 76226