

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §

COUNTY OF SHELBY §

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Joaquin Independent School District (the "District") and Ryan Fuller (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. TERM

1.1 Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of schools for the District for a term of three (3) years, commencing on June 30, 2020, and ending on June 29, 2023. 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.

1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term, no property interest, express or implied is continued employment beyond the contract term.

2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of schools for the District as prescribed by §11.163 and §11.201 of the Texas Education Code, by in the job description and as may be assigned by the Board. The Superintendent shall comply with all Board directives, state and federal law and regulations, district policy, rules, and regulations as they exist or may hereafter be adopted or amended.

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. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties.

The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement certifying that he or she is physically able to perform his or her duties. This statement shall be filed with the President of the Board.

2.2 *Professional Certification and Records.* This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any misrepresentation may be grounds for dismissal.

2.3 *Reassignment.* The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

2.4 *Board Meetings.* In the event that the Superintendent is excluded from the executive session of a board meeting, the Board's legal counsel shall be present, except in the case of the superintendent's illness or Board-approved absence.

3. COMPENSATION

3.1 *Salary.* The District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS (\$112,000.00). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.

3.2 *Salary Adjustments.* At any time during the term of this Agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Agreement.

3.3 *Other Benefits.*

3.3.1. *Sick Leave Benefits.* The Superintendent shall be entitled to the same benefits of all state and local sick leave provisions in the same manner as other professional employees of the School District.

3.3.2 *Health, Life and Dental Insurance.*

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

3.3.3 *Vacation, Holidays and Sick Leave*

The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff on twelve-month contract and shall be allowed the same number of days of vacation and sick leave as provided by Board policy for the professional staff on twelve-month contracts.

2.5 *Disability.* This provision shall apply to disability of any type during which the Superintendent is unable to perform his job duties for any period greater than thirty (30) calendar days after the end of any statutory. Such disability shall include, but not be limited to, incapacity which arises from major surgery, physical illness, mental illness, emotional disturbance, accident or other injury or condition.

- (A) *Anticipated Disability.* Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply:
- (i) The Superintendent shall notify the President of the Board of Trustees of the expected time of leave as soon as reasonably possible;
 - (ii) any leave shall begin at a time which is agreeable to the Board and upon request by the Board, the Superintendent shall furnish a statement which sets forth the facts and the physician's opinion as to the Superintendent's ability to continue or return to his duties. The Board may mandate, restrict, or otherwise condition the dates and the term of such disability leave upon such statements.

- (B) Other Disability. In instances in which the disability could not be reasonably anticipated, the disability leave shall begin when determined to be medically required. The School District shall have the right to receive full and complete written documentation of the facts regarding such disability and the relationship of such conditions to the Superintendent's ability to perform his job duties.
- (C) The District may require and obtain an independent medical opinion from a physician or physicians of its choosing regarding the condition of the Superintendent and the Superintendent agrees to cooperate fully with such physicians as may be designated by the Board in acquiring this information. In conjunction with this provision and the provisions of Section 2.2 hereof, the Superintendent waives all rights of confidentiality and privacy in his medical records and history so as to make such information as is necessary to determine that the Superintendent is physically able to perform the essential functions of the position with or without reasonable accommodation readily available to the Board of Trustees. The Superintendent further agrees to timely execute, upon request from the District or its representative, any subsequent document authorizing the School District to access such limited medical history and records.
- (D) In the event of the absence of the Superintendent due to any disability, the Superintendent and the Board agree that the Board shall have the authority and discretion to appoint one or more persons to perform the duties of the Superintendent upon such terms and conditions as the Board, in its sole discretion, shall determine.
- (E) The Superintendent shall continue to receive the disability benefits payable to other professional employees of the District during any period of disability. The Superintendent shall be responsible to timely pay any costs or portion of costs of health insurance or other benefits which are customarily paid by professional employees during any period of disability leave.

- (F) For purposes of this contract, "disability" shall be defined as any physical or mental injury, illness, or impairment which is determined by a physician to prevent the performance of the ordinary duties and the essential job functions with reasonable accommodations of the office of the Superintendent.
- (G) For disability determination purposes, the District can require the Superintendent to be fully examined by a physician of the District's choosing and the Superintendent agrees to all tests and procedures required by physician chosen by the District.
- (H) As a material consideration of this Contract, notwithstanding any other provision of this contract or of state law, upon determination of a disability of the Superintendent for a period to exceed thirty (30) days, and after the end of any statutory period of disability leave recognized by law, it is agreed that this contract can be terminated by the Board upon the giving of ten (10) days notice to the Superintendent by the District, without any recourse to a hearing process or an Independent Hearing Examiner proceeding under Chapter 21 of the Texas Education Code.

4. REVIEW OF PERFORMANCE

4.1 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 Agreement. All evaluation documents, assessment records and other documents involved in the review of performance are confidential in accordance with the law.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

5. RENEWAL/NONRENEWAL

5.1 Renewal/Nonrenewal Renewal or nonrenewal shall be in accordance with the Board policy and applicable law.

6. TERMINATION OF EMPLOYMENT CONTRACT

6.1 *Mutual Agreement.* This Agreement may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Agreement without the written consent of the Board.

6.2 *Death, Retirement.* This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

6.3 *Dismissal for Good Cause.* The Board may dismiss the Superintendent at any time for good cause.

6.4 *Consolidation.* A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.

6.5 *Termination Procedure.* In the event that the Board terminates this Agreement for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

6.5.1 The Superintendent may be discharged at the end of any contract year before the end of the fixed term of this contract and his salary payments may be terminated by the Board for any reason in the immediately preceding paragraphs or for any of the following reasons: incompetency in the performance of duties, failure to comply with reasonable requirements of the Board for achieving professional growth and improvement, willful failure to pay debts or other good and sufficient cause as defined by Board policy regarding termination or nonrenewal of term contracts.

6.6.2 Before the Superintendent shall be discharged during a contract year or at the end of a contract year prior to the end of the fixed term of this contract, he shall first be notified in writing of the proposed action and of the specific charges upon which the proposed action is based.

6.6.3 Within ten (10) days after receipt of written notice of the proposed action to discharge, the Superintendent may request in writing a formal hearing before the Board. Such hearing will be closed to the public unless requested by the Superintendent to be open.

6.6.4 Within ten (10) days after receipt of the request for hearing, the Board shall fix a time and place of hearing mutually agreeable to both parties. The date of such hearing shall allow a reasonable amount of time to prepare a proper defense against the changes upon which the proposed action is based and shall occur no later than thirty (30) days following the Board's receipt of the request for such hearing unless mutually agreeable by both parties. Within ten (10) days prior to the hearing, the Superintendent will be provided a list of any witnesses who will testify against him together with a description of their testimony in sufficient detail to be informed of the matters of their testimony and to prepare a defense.

6.6.5 The Superintendent may be represented by legal counsel at the hearing with the resulting legal expenses for such representation to be borne by the Superintendent. The Superintendent and/or his legal counsel shall have the opportunity to hear the charges and the evidence upon which the charges are based and shall have the opportunity to present evidence on his own behalf and shall have the opportunity to confront and cross-examine witnesses. A written transcript of the hearing shall be made and the cost of such transcript shall be borne by the Board.

7. WORKING RELATIONSHIP AND RESPONSIBILITIES

7.1 *Professional Staff.* The employment, organization and arrangement of the professional staff for effective administration, supervision, and teaching shall be based upon the recommendation of the Superintendent to the Board as agreed to by the Board.

8. NON-DISTRICT RELATED PROFESSIONAL ACTIVITIES

8.1 *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 and in its encouragement of the Superintendent to grow professionally, the District shall permit a reasonable amount of release time for the Superintendent, as the Board deems appropriate, to attend seminars, courses, or meetings as approved by the Board.

8.2 *Civic Activities, etc.* The Superintendent is encouraged to participate in the community and civic affairs in accordance with the Board's policies.

9. MISCELLANEOUS

9.1 *Controlling Law.* This Agreement shall be governed by the laws of the State of Texas.

9.2 *Amendment.* This contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

9.3 *Savings Clause.* In the event any one 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 enforceability 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. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Agreement.

9.4 *Acceptance.* This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., the last day of June, 2020.


EXECUTED this the 15th day of June, 2020.

SUPERINTENDENT

Ryan Fuller
Ryan Fuller

Address:
PO Box 592
Jourd'hui TX 75954

JOAQUIN INDEPENDENT SCHOOL DISTRICT

BY: 
Christopher Bragg, President
Board of Trustees

ATTEST:


Jeff Cater, Secretary
Board of Trustees