Superintendent's Employment Contract

State of Texas   §
                           §
County of Montague   §

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the <u>Board of Trustees</u> (the "Board") of the <u>Montague Independent School District</u> (the "District") and **Carla Hennessey** (the "Superintendent").

NOW AND THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this contract do hereby agree, as follows:

1.   The Board agrees to employ the Superintendent on a 12-month basis for **3 years**, beginning **June 30, 2019** and ending **June 30, 2022**

2.   This Agreement is conditioned on the Superintendent's satisfactorily providing the necessary certification and experience records and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.

3.   The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable   care, skill and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.

4.   The Superintendent agrees to devote his or her time, skill, labor, and attention to performing his or her duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.

5.   The Board agrees to pay the Superintendent an annual salary and other compensation as follows:

        a. The District shall provide the Superintendent with an annual salary in the sum of **$83,200** and an insurance benefit of $225 per month, and any and all professional expenses in relation to membership in a professional organization and state conferences and professional development workshops. This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.

        b. 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 5(a) of this Agreement.

        c. Mileage Reimbursement. The District shall provide the Superintendent with mileage expense reimbursement for District use of the Superintendent's personal automobile, in the sum of the adopted state rate (currently **$ .57.5 cents per mile**) for miles traveled while performing the Superintendent's duties as Superintendent.

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

7.   The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of the Agreement. The evaluation format and procedure shall comply with Board policy and state law.

8.   The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.

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

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

11.   The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.

12.   Renewal or non-renewal of the Agreement shall be in accordance with Texas Education Code chapter 21, Subchapter E, and Board policy.

13.   At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute non-renewal under Board policy.

14.   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. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following school year.
    The Superintendent may resign with the consent of the Board, at any time.

15.   The Board has 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 contract term.

16.   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 unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision has 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. This agreement may not be amended except by written agreement of the parties.

17.   This offer will expire unless signed and returned to the Board or its' authorized representative by February 28, 2019.

Signed this 21st day of January, 2019.

Chris Hamilton

Mr. Chris Hamilton, President, Montague ISD Board of Trustees

Signed this 21st day of January, 2019.

Carla Hennessey

Mrs. Carla Hennessey, Superintendent, Montague ISD