

STATE OF TEXAS       §  
COUNTY OF HUNT     §

## SUPERINTENDENT’S CONTRACT

This contract of employment is made and entered into on the date last written below by and between *The Board of Trustees of the Commerce Independent School District (“CISD or District”) and Charlie Alderman (Superintendent).*

- 1. Agreement Parties** – The Board agrees to employ Superintendent on a twelve-month basis for four years, beginning July 1, 2020, and ending June 30, 2024.
- 2. Performance of Duties** – The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be assigned by the Board. However, during the term of this contract, Superintendent may not be reassigned from the position of Superintendent, to another position without the Superintendent’s express, prior, written consent. The Superintendent is the chief executive of the district and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Further, pursuant to Section 11.163(c)(2) of the Texas Code, the Board does hereby agree to delegate to the Superintendent the final authority to employ non contract employees of the District, for positions authorized by the Board. Further, it shall be the duty of the Superintendent to recommend for employment all contract employees of the District, for positions authorized by the Board. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, re-organize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board’s lawful directives, the Board’s policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board’s policies, except the superintendent’s resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
- 3. Salary and Benefits** – The Board agrees to pay Employee an annual salary and other benefits as follows:

- a. **Salary** – The District shall pay Superintendent a salary of \$145,000 due and payable in twenty-four installments.
- b. **Travel** – In carrying out duties requiring out-of-district travel, the District shall pay or reimburse all reasonable expenses. The district shall pay Superintendent \$600.00 per month for travel within the Region X ESC service area. Reasonable expenses for participation at professional meetings will be paid by the District at the local, state and national levels. Travel outside Region X will be paid in accordance with district rates.
- c. **Professional Association Memberships** – District shall pay Superintendent's annual membership fee to the Texas Association of School Administrators.
- d. **Hospitalization/Health Care** – The District shall pay the full monthly premium for "superintendent and family" health insurance at the TRS 2 level. Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees.
- e. **Liability Insurance** – The Board shall provide liability insurance coverage and legal services for the Superintendent should he be sued individually for actions relating to the performance of duties. CISD agrees to, and does, indemnify, defend, and hold Superintendent harmless to the extent allowed by law from any loss and/or liability of any nature alleged against Superintendent individually, or in his capacity as Superintendent, arising as a result of Superintendent's performance of duties of Superintendent, provided, however that this indemnity does not, and shall not, extend to damages resulting from a final determination of commission of an illegal act by Superintendent. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this contract.
- f. **Salary Increases** – During the term of this contract the superintendent is entitled to the same percentage of salary increases given to other professional employees beginning in July 2016.
- g. **Civic Memberships** – The district shall pay all reasonable expenses incidental to the superintendent representing the district in one major local civic club and to the Chamber of Commerce.
- h. **Communication Allowance** – The district shall pay \$175 per month toward the monthly expenses for communication devices. These devices shall be owned by the superintendent and the service provider used shall be at his discretion.
- i. **Annual Physical** – The Superintendent agrees to have a comprehensive medical examination every year, at District expense, and to obtain a statement certifying that he is physically able to perform his duties. This statement shall be filed with the President of the Board.

**4. Dismissal/Good Cause Defined** – The Board may dismiss the superintendent at any time for good cause as defined in present Board policy and state law and in the definitions in this contract. Any determination that Superintendent's performance does not meet expectations or constitutes a significant problem shall be based on actual evidence of such deficiency. No action shall be taken against Superintendent as a result of his performance not meeting expectations or because same represents a significant problem unless CISD first notifies Superintendent of its complaint and Superintendent is given a reasonable opportunity to cure such deficiency. 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 Contract;
- 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 justify 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 written Board Policies or District administrative regulations;
- e. Neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages;
- 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;
- i. Failure to meet the District's standards of professional conduct;
- j. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- k. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
- l. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the district. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;

- m. Assault on an employee or student;
  - n. Knowingly falsifying records or documents related to the District's activities;
  - o. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
  - p. Failure to fulfill requirements for superintendent certification;
  - q. Any other reason constituting "good cause" under Texas law.
5. **Board Meeting Attendance** – 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 salary and benefits as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.
6. **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
7. **Vacation, Holiday and Personal Leave** – The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The 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.
8. **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.


9. **Outside Consultant Activities** – Subject to prior Board approval, the Superintendent may serve as a consultant and receive a reimbursement of expenses and/or be paid an 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 law and not interfere with other duties as superintendent.
10. **Development of Goals** – The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent performance is reviewed and evaluated.
11. **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 Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.
12. **Confidentiality** – Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.
13. **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 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 modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated under the revised instrument.
14. **Contract Renewal** – This contract may be considered for renewal or extension at any time that the Board of Trustees deems appropriate, but renewal or extension shall be considered no later than February 1, 2021. At any time during the contract term, the Board may, at its discretion, reissue the contract for an extended time.

Failure to reissue the contract for an extended term shall not constitute non-renewal under Board policy. At any time during the term of this contract, the Board of Trustees of CISD may, in its discretion, review and adjust the salary of and benefits afforded to Superintendent, but in no event shall benefits afforded under this contract be reduced during the term of this contract.

15. **Consent** – After Superintendent has returned the signed contract, Superintendent will not be released from this contract in order to accept employment elsewhere without the written consent of the Board or its authorized representative.
16. **No Tenure** – 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, express or implied, is created by this contract. No property interest, express or implied, is created in continued employment beyond the contract term.
17. **Superintendent Certification** – This contract is conditioned on the Superintendent providing necessary certification and experience records, medical records, oath of office, and other records required for the personnel files for payroll purposes. Any misrepresentation may be grounds for dismissal.
18. **Prior Agreements** – This contract combines all prior agreements and resolutions of employment of the Superintendent into one document.
19. **Controlling Law** – This Contract shall be governed by the laws of the State of Texas and shall be performable in Hunt County, Texas, unless otherwise provided by law.
20. **Complete Agreement** – This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.
21. **Conflicts** – In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.
22. **Savings Clause** – In the event any one or more of the provisions contained in this Contract 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 Contract 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 Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

23. **Acceptance** – This offer will be void unless signed and returned within ten (10) days after date given to Superintendent. This contract proposal was approved by a majority vote of the Board of Trustees acting in a properly called and posted meeting on January 13, 2020.

**EXECUTED** this 13<sup>th</sup> day of January, 2020.

  
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Kathleen S. Hooten, President  
CISD Board of Trustees

  
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Charlie Alderman, Superintendent  
Commerce Independent School District

  
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Etta Herring, Secretary  
CISD Board of Trustees