

THE STATE OF TEXAS <  
< KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF ROCKWALL <

THIS AGREEMENT is made and entered into this, the 1st, day of July, 2008, by and between the Board of Trustees (the "Board") of the Rockwall Independent School District (the "District") and Billy Gene Burton (the "Superintendent").

**WITNESSETH:**

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:

**I. Term**

- 1.1 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 commencing on July 1, 2008 and ending on June 30, 2011. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.
- 1.2 The Board has not adopted any policy, rule, regulation, law, or practice for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

**II. Employment**

- 2.1 **Duties.** The Superintendent is the chief executive of the District and 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, and shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, 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, reorganize, 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.
- 2.2 **Professional Certification.** The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency and all other certificates required by law.

- 2.3 Reassignment.** The Superintendent cannot be reassigned from the position of superintendent to another position without the Superintendent's express written consent.
- 2.4 Board Meetings.** The Superintendent or the Superintendent's designee shall 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 and to interpersonal relationships between individual Board members.
- 2.5 Criticisms, Complaints, and Suggestions.** With the exception of those directed at the performance or conduct of Superintendent, 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 actions, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

### III. Compensation

- 3.1 Salary.** The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.
- 3.2 Salary Adjustments.** At any time during the term of this Contract, 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 pursuant to Section 3.1 of this Contract. Such adjustments, if any, shall be in the form of a written addendum to this Contract. Notwithstanding the foregoing, the salary may be altered or terminated by the Board under the provisions of Section IX (a) Disability Procedure.
- 3.3 Expense Benefits for Travel Outside of District.** 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 reasonable actual and incidental costs necessarily incurred by the Superintendent for travel outside of District; such 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.
- 3.4 Automobile Benefits.** The District will not provide the superintendent with an automobile allowance.
- 3.5 Insurance Benefits.** The District shall pay at least the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.
- 3.6 Vacation, Holidays, Sick Leave Benefits.** 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 times 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 sick leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

- 3.7 Professional Growth Benefits.** 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 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, not to exceed five days per year, as the Superintendent and Board deem appropriate, to attend such seminars, course(s) or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance or membership.
- 3.8 Civic Activities, Etc., Benefits.** The Superintendent is encouraged to participate in community and civic affairs in accordance with the Board's policies. The expense of such activities, subject to Board approval, shall be borne by the District.

#### **IV. Annual Performance Goals**

- 4.1 Development of Goals.** The Superintendent shall submit to the Board by January 31 of 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's performance is reviewed and evaluated.

#### **V. Review of Performance**

- 5.1 Time and Basis of Evaluation.** The Board shall evaluate and assess in the 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.
- 5.2 Confidentiality.** Accept as otherwise provided by law, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.
- 5.3 Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law.

## VI. Renewal or Nonrenewal of Employment Contract

- 6.1 **Renewal/Non-renewal.** Renewal or non-renewal shall be in accordance with Board policy and applicable law.

## VII. Termination of Employment Contract

This contract may be terminated by any of the methods as set forth in this section.

- 7.1 **Mutual Agreement.** This contract 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.
- 7.2 **Retirement, Disability or Death.** This contract shall be terminated upon the retirement, a disability that prevents the Superintendent from performing his duties to the satisfaction of the Board, or death of the Superintendent.
- 7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the contract for good cause. 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 (The terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to mediate 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;
  - (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 impairs performance of the required duties of the Superintendent;

- (l) 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 confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Failure to put forth a reasonable effort to achieve a good rapport with parents, the community, staff, or the Board; however, failure to accomplish a good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport is not achieved due to no fault of the Superintendent;
- (n) Assault on an employee or student;
- (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;  
or
- (s) Any other reason constituting "good cause" under Texas law.

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

### **VIII. Physical Condition**

**8.1 Annual Physical Examination.** The superintendent shall undergo an annual physical examination performed by a licensed physician of the Superintendent's choice. The physician shall submit a confidential statement to the Board certifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in the Superintendent's personnel file. The District shall pay all costs of the annual physical examination not covered by the medical insurance.

### **IX. Disability**

**9.1 Disability Procedure.** Should the Superintendent be unable to perform any or all of the duties of his position by reason of illness, accident, etc., following complete exhaustion of all accrued vacation and sick leave, the Superintendent shall be placed on unpaid leave from the District upon a determination of disability as hereafter provided; provided, however, that the Board, in its discretion, may continue to pay the Superintendent the amount and for a period the Board deems appropriate.

**9.2 Long Term or Permanent Disability.** Long Term or Permanent Disability means a disability which renders the Superintendent incapable of performing any or all of the Superintendent's duties or obligations of employment for a period which exceeds one hundred eighty (180) business days or an incapacity that is irreparable.

**9.3 Determination of Disability.** The determination of disability will be made by the Board based on a physical examination performed by a licensed physician selected

by the Superintendent. The Board may obtain a second opinion from another licensed physician. The costs of the physical examinations provided for herein shall be paid by the District.

- 9.4 **Action of the Board.** In the event that the disability of the Superintendent is a Long Term or Permanent Disability as defined in subparagraph 9.2 of this paragraph, the Board may, in its discretion, and upon a redetermination of disability under subparagraph 9.3, terminate this contract by providing the Superintendent with written notice of such termination.

#### X. Miscellaneous

- 10.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Rockwall County, Texas unless otherwise provided by law.

- 10.2 **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.

- 10.3 **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.

- 10.4 **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.

#### ROCKWALL INDEPENDENT SCHOOL DISTRICT

ATTEST:

BY: 

Doug Hamilton  
Secretary, Board of Trustees

BY: 

Craig Zurek  
President, Board of Trustees

BY: 

Billy Gene Burton  
Superintendent of Schools