

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS

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COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective immediately after the Board vote on March 28, 2022 by and between the **Board of Trustees** (the "Board") of the **Hurst-Euless-Bedford Independent School District** (the "District") and **Dr. Joseph (Joe) Harrington** (the "Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.20J and Chapter 21, Subchapter E of the Texas Education Code ("TEC"), have agreed, and do hereby agree, as follows:

I. TERM

1.1 **Term.** 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 approximately four years and five months, commencing immediately after the Board vote on March 28, 2022, and ending on August 31, 2026. The District may, by action of the Board, and with the consent and approval of the Superintendent, but not until the Superintendent's second formal appraisal, extend the term of this Contract as permitted by state law. Failure to extend this Contract shall not be considered a contract nonrenewal under the law.

1.2 **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 in continued employment beyond the Contract term.

II. EMPLOYMENT

2.1 **Duties of Superintendent.** The Superintendent is the educational leader and chief executive officer of the District. He shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by law, Board policy, the strategic plan, and the job description, and as may be lawfully assigned by the Board. He shall comply with all lawful Board directives; state and federal law, rules, and regulations; and District policy, rules, and regulations as they exist or may hereafter be amended. The duties of the Superintendent include:

- (a) the duties set forth in Board Policy BJA (Local);
- (b) recommending the employment of personnel and employing certain personnel, consistent with TEC Section 11.1513 and Board Policy;
- (c) collaborating with the Board in accordance with TEC Section 11.1512;
- (d) assuming administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of the district and for the annual performance appraisal of the district's staff;

- (e) except as provided by TEC Section 11.202, assuming administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of the district other than the superintendent;
- (f) overseeing compliance with the standards for school facilities established by the Commissioner of Education under TEC Section 46.008;
- (g) initiating the termination or suspension of an employee or the nonrenewal of an employee's term contract;
- (h) managing the day-to-day operations of the district as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of district operations;
- (i) preparing and submitting to the Board a proposed budget as provided by TEC Section 44.002 and rules adopted under that section, and administering the budget;
- (j) preparing recommendations for policies to be adopted by the Board and overseeing the implementation of adopted policies;
- (k) developing or causing to be developed appropriate administrative regulations to implement policies established by the Board;
- (l) providing leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators adopted under TEC Sections 39.053 and 39.301 and other indicators adopted by the Commissioner or the District's Board;
- (m) organizing the District's central administration;
- (n) consulting with the District-level committee as required under TEC Section 11.252(f);
- (o) ensuring:
 - a. adoption of a student code of conduct as required under TEC Section 37.001 and enforcement of that code of conduct; and
 - b. adoption and enforcement of other student disciplinary rules and procedures as necessary;
- (p) submitting reports as required by state or federal law, rule, or regulation, and ensuring that a copy of any report required by federal law, rule, or regulation is also delivered to the Texas Education Agency;
- (q) providing joint leadership with the Board to ensure that the responsibilities of the Board and Superintendent team are carried out; and
- (r) performing any other duties assigned by action of the Board.

Except as provided in this Contract, the Superintendent shall devote his full time and attention to his duties. He 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.

2.2 Professional Certification. The Superintendent shall, 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 State Board for Educator Certification or the Texas Education Agency and any other certificates required by law. If the Superintendent's certification expires, is cancelled, or is revoked, then this Contract is void. The Superintendent represents that any records or information provided in connection with his employment application, certification, employment history, and payroll and personnel records are true and correct. Any materially false statements, misrepresentations, omissions of requested information knowingly made, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal of this Contract, as applicable.

2.3 Criminal History Record Check. At the beginning of this Contract, and at any time during this Contract, the Superintendent shall submit to a review of his national criminal history record information, if required by law, the District, the Texas Education Agency, or the State Board for Educator Certification. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. The Superintendent also agrees that, during the term of this Contract, the Superintendent shall notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, any offense involving moral turpitude and offenses set forth in Board Policy DH (Local). The Superintendent agrees to provide such notification in writing to the Board of Trustees within three calendar days of the event, per Board policy.

2.4 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.

2.5 Board Meetings. Except for illness or absences in accordance with District policies, the Superintendent shall attend all meetings of the Board, both public and closed, except for those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's 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 or when the Board reasonably believes it is in the best interests of the District. Further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.

2.6 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the entire Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by Board policies.

2.7 Indemnification. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapters 101 and 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or committed any criminal conduct; excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract held either by the District or by Superintendent, and excluding any payments prohibited by Texas Local Government Code Section 180.008. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case the

Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, or Texas Local Government Code Section 180.008, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

2.7.1 During the term of this Contract, the Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party.

2.7.2 After termination of this Contract, the Superintendent agrees to provide assistance to and cooperate with the District, its Board, Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, Board, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of the Superintendent's employment with the District, at no additional expense to the District other than reimbursement to the Superintendent for his/her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of taking time off from his/her then current employment to assist the District at its request. If the Superintendent is not employed at the time, the District shall compensate the Superintendent at fifty percent (50%) of his daily rate under the most recent Contract. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance.

2.8 **Duties of Board/Governance.** The District is governed by the Board who, acting as a body corporate: (1) governs and oversees the management of the District; and (2) performs all duties required by federal and state law, rule, and regulation, including, but not limited to, all duties and responsibilities detailed in Texas Education Code Chapter 11, Subchapter D. Unless lawfully authorized by the Board, a member of the Board may not, individually, act on behalf of the Board, except as provided by law. The Board may act only by majority vote of the members present at a meeting held in compliance with Chapter 551 of the Texas Government Code, at which a quorum of the Board is present and voting. The Board shall comply with all Board policies, rules, regulations, and state and federal laws, rules and regulations. The Board also recognizes that it is a collective body, and each Board Member recognizes that his or her power as a Board Member is derived from the collective deliberation and action of the Board as a whole in a duly-constituted meeting and that there is no individual authority to give direction to the Superintendent or any District staff member regarding the management of the District or the solution of specific problems, except as provided by law, Board policy, or this Contract and; provided that, when acting in the Board member's official capacity, any individual Board member has an inherent right of access to information, documents, and records maintained by the District.

2.9 **Residency.** The Superintendent shall establish and maintain a residence within the District during the term of this Contract, including any extensions thereof.

III. COMPENSATION

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00), which amount shall be automatically increased each year by an amount equal to the highest percentage raise given to the District's teachers. This annual salary rate shall be paid to the Superintendent in twelve (12) equal

monthly installments consistent with the District's standard payroll practices, and subject to all appropriate withholdings.

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 in Section 3.1 of this Contract except by mutual agreement of the two parties. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.2.1 Financial Exigency. Without waiving any Constitutional and/or other legal challenges by the Superintendent, if the Board declares a financial exigency under Texas Education Code Section 44.011, then the statute allows the Board to choose to amend this Superintendent's Contract. If this Contract is amended, then the Superintendent may choose to accept the amended Contract or resign without penalty on the provision of reasonable notice.

3.2.2 Widespread Salary Reduction. Without waiving any Constitutional and/or other legal challenges by the Superintendent, if the Board implements a widespread salary reduction under Texas Education Code Section 21.4032, then the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

3.2.3 Furlough. Without waiving any Constitutional and/or other legal challenges by the Superintendent, if the Board implements a furlough under Texas Education Code Sections 21.4021 and 21.4022, then the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

3.3 Vacation, Holidays, and Personal Leave. The Superintendent may take the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, based on time served in the District, the days to be taken 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, and will be scheduled with prior written notice to the Board president. Accrued but unused vacation days shall accumulate and carry forward from year to year during the term of this Contract, subject to the limitations of Board Policy DED (Local) and (Regulation). At retirement or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation days in accordance with and subject to the limitations of Board Policy DED (Local) and (Regulation) and personal leave days in accordance with and subject to the limitations of Board Policy DEC (Local). The Superintendent shall observe the same legal holidays and breaks as provided by the Board's annually-adopted calendar 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, to be taken in a single period or at different times during the term of this Contract.

3.4 Insurance. The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent as it does for other administrators on twelve-month contracts, pursuant to the group health care plan provided by the District for its administrative employees.

3.5 Professional Growth. Except as set forth herein, the Superintendent shall devote the Superintendent's full 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 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 time for the Superintendent, as the Superintendent and the Board deem appropriate, to attend such seminars, courses, 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. The District shall pay the Superintendent's dues for other memberships necessary to maintain and improve the Superintendent's professional skills, with prior notice to the Board president, and in accordance with the adopted budget. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership, subject to prior notice to the Board president and in accordance with the adopted budget and Board policies and District practices related to expense reimbursement.

3.6 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall pay directly or reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance notice to the Board president, and in accordance with the adopted budget, Board policies, and District practices related to expense reimbursement.

3.7 Outside Consultant Activities. With the prior written consent of the Board, the Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching, or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. For any such outside employment, the Superintendent agrees to comply with applicable ethics rules, laws, and Board policy, including, but not limited to, the reporting of potential and actual conflicts of interest. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law. The Superintendent agrees to provide to the District information related to income from such Consulting Services as necessary for financial reporting requirements.

3.8 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 costs incurred by the Superintendent for District-

related-travel. Such actual 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, in accordance with the adopted budget. The Superintendent shall comply with all procedures and documentation requirements in accordance with the adopted budget, Board policies, and District expense reimbursement practices.

3.9 Laptop/Mobile Telephone. The District shall provide a laptop computer for the Superintendent's business and personal use, at the sole cost and expense of the District; such use to comply with law and District policies related to applicable technology use agreements. Personal use is permitted, provided that such personal use is legal and does not interfere with the use of the laptop for business purposes. The laptop shall remain the property of the District. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no financial obligation or responsibility related to said mobile telephone account. The Superintendent understands that information stored in his cell phone, computer, or other device is subject to public disclosure under the Texas Public Information Act if such information is related to the public business of the District or to his duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer, or other device, whether owned by the District or the Superintendent, the parties agree that any personal or private information of the Superintendent contained on the cell phone, computer, or other devices containing such data or information shall be deemed private and the Superintendent's sole property; provided, however, that it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

3.10 Supplemental Retirement Plan / Purchase of Out-of-State Credit. To enable the Superintendent to purchase out-of-state credit for Teacher Retirement System of Texas ("TRS") purposes, for each year during the Term of this Contract, including any extensions thereof, the District shall add to the salary of the Superintendent the amount necessary to purchase one year of out-of-state service credit with TRS as verified by a letter to the Superintendent from TRS showing the amount necessary to make such service purchase, up to one hundred percent (100%) of the maximum combined voluntary contribution amount allowable under Section 402(g) of the United States Internal Revenue Code (the "Code") for a 403(b) and a 457(b) Plan, at the beginning of the Contract year, as indexed, including the age 50 catch-up, if applicable. One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. ("Additional Salary"). In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Code in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution. ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules, the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall always be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

3.10.1 In the event that the cost of the service purchase with TRS exceeds the limits for salary deferral contributions to the 403(b) and/or 457(b) plans described herein, then the District shall contribute the amount above such limits to a nonelective employer paid plan established under Section 403(b) of the Code. If the cost of the service purchase with TRS exceeds the limit for a nonelective contribution to the 403(b) plan, then the amount above such limit shall be contributed to a plan established under Section 401(a) of the Code. Such contributions and earnings thereon to the nonelective 403(b) plan and/or 401(a) plan shall be invested as directed by the Superintendent and shall at all times be one hundred percent (100%) vested with the Superintendent. Such contributions to the non-elective 403(b) plan and/or 401(a) plan may not be paid to the Superintendent in cash.

3.11 **Benefits.** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

IV. REVIEW OF PERFORMANCE

4.1 **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent through formative and summative assessments each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in law, Board policy, the Superintendent's job description, the strategic plan, and lawful Board directives, and shall be based on the District's progress towards accomplishing the District Goals.

4.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall always be conducted in closed session. All documents evaluating the Superintendent 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.

4.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the Board's policies and practices, and state and federal law and regulations. If the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance; provided, however, the Board shall not be required to wait for an evaluation period in order to terminate the Superintendent's contract for good cause as provided in paragraph 6.4. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, two closed sessions annually to a discussion of the evaluations and the working relationship between the Superintendent and the Board. 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, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period to demonstrate such expected performance before being evaluated. Nothing

herein shall be construed to prevent or postpone a Board decision to terminate the Superintendent's contract during the contract term for good cause as provided in paragraph 6.4.

V. EXTENSION OR NONRENEWAL OF EMPLOYMENT CONTRACT

5.1 **Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

VI. TERMINATION OF EMPLOYMENT CONTRACT

6.1 **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.

6.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

6.3 **Suspension for Good Cause.** The Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board, pursuant to Texas Education Code Chapter 21.

6.4 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause as determined by the Board, pursuant to Texas Education Code Chapter 21. The term "good cause" is not defined by law, but includes the failure of the Superintendent to perform the duties in the scope of his employment that a person of ordinary prudence would have done under the same or similar circumstances, and includes, but is not limited to:

- (a) Failure or refusal to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract, state or federal law, or Board policy, or lawful Board directives;
- (b) Intentional violation of state or federal laws, Board policy, or lawful Board directives;
- (c) 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 that is remediable;
- (d) Insubordination or failure to comply with lawful written Board directives;
- (e) Failure to comply with the Board's policies or the District's administrative regulations;
- (f) Neglect of duties;
- (g) Drunkenness or excessive use of alcoholic beverages;
- (h) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (i) Misappropriation of funds;
- (j) Conviction of a felony or crime involving moral turpitude;
- (k) Failure to meet the District's standards of professional conduct;

- (l) Failure to take reasonable steps to maintain an effective and professional working relationship with the Board;
- (m) Failure to articulate and support, to the public, Board policy and decisions of the Board;
- (n) Failure to keep the Board reasonably apprised of significant and important financial and educational issues;
- (o) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (p) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (q) 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;
- (r) Assault on an employee or student;
- (s) Knowingly falsifying records or documents related to the District's activities;
- (t) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (u) Failure to fulfill requirements for maintaining superintendent certification, or loss of certification; or,
- (v) Any other reason constituting "good cause" under Texas law.

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

6.6 **Resignation of Superintendent.** 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 year. The Superintendent may resign with the consent of the Board at any other time.

VII. MISCELLANEOUS

7.1 **Controlling Law and Venue.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Tarrant County, Texas, unless otherwise provided by law. Mandatory and exclusive venue for any proceeding under this Contract shall be in state district court in Tarrant County, Texas.

7.2 **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. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for a term covered by this Contract 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.

7.3 **Amendments.** This Contract may not be amended except by written agreement of the parties.

7.4 **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.

7.5 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

7.6 **Legal Representation.** Both parties have been represented by legal counsel of their choice in the negotiation and execution of this Contract. Each party shall incur their own legal fees in the negotiation and execution of this Contract.

7.7 **Notices.** The Superintendent agrees to keep a current address on file with the District's Human Resources Department and the Board president. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by e-mail, hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the superintendent's employment by providing one copy of the notice to the Board president and one copy of the notice to the Board vice-president. The Superintendent may provide such notices by e-mail, hand delivery, or by certified mail, regular mail, and/or express delivery to the Board president's and vice-president's addresses of record, as provided to the District.

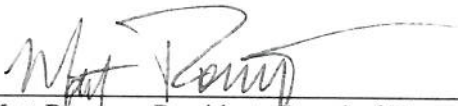
7.8 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies during the term of the Contract.

7.9 **Authority.** The Board President and Secretary have been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on March 28, 2022.

[signatures to follow]

IN WITNESS WHEREOF, all the parties hereto have executed the Contract in multiple originals to be effective from and after the Board vote on March 28, 2022.

Hurst-Euless-Bedford ISD

By: 
Matt Romero, President, Board of Trustees

ATTEST:


Rochelle Ross, Secretary, Board of Trustees

Executed this March 28, 2022.

SUPERINTENDENT

By: 
Dr. Joseph (Joe) Harrington

Executed this March 28, 2022.