

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

### SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Superintendent's Employment Contract (hereinafter the "Contract") is made and entered between the Board of Trustees (the "Board") of the Taylor Independent School District (the "District") and Dr. W. Bruce Scott (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Texas Education Code Section 11.201 and Chapter 21, subchapter E, and as recorded in the official minutes of the meeting of the Board held on the 11<sup>th</sup> day of February, 2008, have agreed, and do hereby agree, as follows:

#### **I. 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 February 12, 2008 and ending on February 11, 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. Failure to reissue the Contract for an extended term shall not constitute non-renewal under Board policy.
- 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 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 shall act as 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 lawfully assigned by the Board, 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. 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, 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, 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 Time, Skill, Labor and Attention. The Superintendent shall devote substantially all of his time, skill, labor and attention to the performance of his duties during the term of this Contract. The Board expects the Superintendent to participate and be a visible presence at school and community activities as appropriate to, and consistent with, the professional role of the Superintendent.

2.3 Public Meetings. The Superintendent shall attend, and shall be permitted to attend, all public meetings of the Board and all closed meetings of the Board unless excused by the Board, and shall participate in the deliberations of the Board on all matters with the exception of those meetings from which he is excused or those meetings devoted to the consideration of his contract renewal and/or the Superintendent's salary.

2.4 Residence. The Superintendent shall reside within the District.

2.5 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 State Board of Educator Certification and any other certificates required by law. Failure of

Superintendent to possess and maintain such certification shall constitute an act of breach of contract by Superintendent, and shall be grounds for termination of this Contract.

2.6 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.7 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 efforts.

### **III. Compensation**

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of One Hundred Twenty Thousand Dollars (\$120,000.00). 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 except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

### **IV. Benefits**

4.1 Expense Benefits. 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 and incidental costs incurred by the Superintendent for travel outside the District or Regional Service Center area. Such actual or incidental costs may include, but are not limited to, 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.

- 4.2 Automobile Expense Benefit. The District shall provide the Superintendent with an Automobile Expense Benefit of \$5,000 per year for travel within the District or the Regional Service Center area.
- 4.3 Insurance Benefit. The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health plan provided by the District for other District employees.
- 4.4 Savings Plan Benefit. As an incentive to encourage the Superintendent to remain employed as Superintendent with the District, the District agrees to contribute to a joint annuity account in the name of the District and the Superintendent, Six Thousand Dollars (\$6,000.00) per year. However, the Superintendent's vesting and eligibility for receipt of such annuity is conditioned upon his continued employment by the District at least until January 31, 2011, at which time he will be eligible to receive funds deposited or accrued in this account and liquidate them at this time. The Superintendent's failure to complete this term of service shall result in the forfeiture of this benefit by the Superintendent. **(Additional incentive added 2008)** As an additional incentive to encourage the Superintendent to remain employed as Superintendent with the District, the District agrees to contribute to a second joint annuity account in the name of the District and the Superintendent, Six Thousand Dollars (\$6,000.00) per year for three years from February 12, 2008 to February 11, 2011, and Twelve Thousand Dollars (\$12,000.00) per year for the following three years from February 12, 2011 to February 11, 2014. However, the Superintendent's vesting and eligibility for receipt of this second annuity is conditioned upon his continued employment by the District at least until February 1, 2014, at which time he will be eligible to receive funds deposited or accrued in this account and liquidate them at that time. The Superintendent's failure to complete this term of service shall result in the forfeiture of this benefit by the Superintendent.
- 4.5 Vacation, Holiday and Personal Leave Benefit. 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. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. The Superintendent's accrued and unused vacation and personal leave days shall carry over from year to year.

- 4.6 Annual Medical Examination Benefit. 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, at least one (1) month prior to the Superintendent's evaluation, and to obtain a statement certifying that the Superintendent is physically able to perform his essential job functions with or without reasonable accommodation. This statement shall be filed with the President of the Board.
- 4.7 Professional Growth Benefit. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. However, 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 Board deem appropriate, to attend seminars, courses, or meetings in accordance with the Board's policies.
- 4.8 Professional Organization(s) Benefit. The District shall pay the Superintendent's membership dues in an amount not to exceed Five Hundred Dollars (\$500.00) per year, for membership(s) in professional organizations selected by the Superintendent, or other memberships necessary to maintain and improve the Superintendent's professional skills.
- 4.9 Civic Activities Benefit. The Superintendent is encouraged to participate in community and civic affairs. The expense of the Superintendent's membership in the Taylor Chamber of Commerce and one community service club/organization, selected by the Superintendent, shall be borne by the District.

4.10 Outside Activities Benefit. The Superintendent shall not undertake teaching, consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that will conflict or interfere with the Superintendent's professional services to the District. Any such activities shall be undertaken only with the prior written consent of the Board on a case-by-case basis, and providing such activities do not derogate from the duties of the Superintendent.

## **V. Review of Performance**

- 5.1 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's performance is reviewed and evaluated.
- 5.2 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.
- 5.3 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.
- 5.4 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 provisions of Article V of this Contract, 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.

## **VI. Renewal or Non-renewal of Employment Contract**

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

## **VII. Termination of Employment Contract**

7.1 Mutual Agreement. This Contract shall 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 Resignation. This Contract shall be terminated upon the resignation of the Superintendent, provided that the notice of resignation is submitted no less than six months before the effective date of the resignation. It is further agreed that this Contract shall be terminated at any time upon the request of the Superintendent and with the consent of the Board, provided that a reasonable and mutually acceptable period of time is allowed between the submission of the request to the Board and the effective date of the resignation.

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

7.4 Physical or Mental Incapacity. In the event the Superintendent shall become physically or mentally unable to perform the essential functions of the duties as Superintendent, and the Superintendent has exhausted all accrued paid or unpaid leave required by law or policy, the Board, at its option, may terminate this Contract and the employment of the Superintendent in accordance with state and federal law.

7.5 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code §§ 21.211, 21.212(d), and Board Policy; provided however, that the Board does not arbitrarily or capriciously call for his dismissal, and that prior to termination of this Contract for good cause, the Superintendent shall have the right to receive written notice of the grounds for proposed termination, and an opportunity for a hearing before an independent hearing examiner as provided under Texas Education Code Chapter 21, subchapter F.

7.6 Termination Procedure. In the event 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.

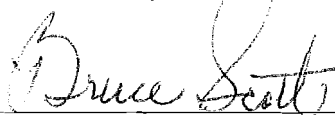
7.7 Legal Expenses. If either party chooses to be represented by legal counsel in the event of any hearing or dispute arising under this Contract or the termination or non-renewal thereof,

any resulting legal expenses will be solely the responsibility of the party employing such legal counsel.

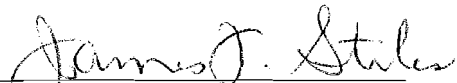
### VIII. Miscellaneous

- 8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Williamson County, Texas, unless otherwise provided by law.
- 8.2 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.
- 8.3 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.
- 8.4 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.

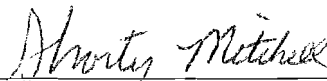
EXECUTED, this the 12<sup>th</sup> day of February, 2008.



W. Bruce Scott, Ed. D  
Superintendent of Schools  
Taylor Independent School District



James "Bo" Stiles  
President, Board of Trustees  
Taylor Independent School District



Shorty Mitchell  
Secretary, Board of Trustees  
Taylor Independent School District

**Executive Performance Expectations and Incentives  
Superintendent's Goals 2008-2009**

Jointly Developed by the Board of Trustees and the Superintendent  
Adopted February 11, 2008

**Superintendent Retention Incentive**

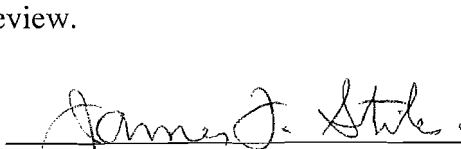
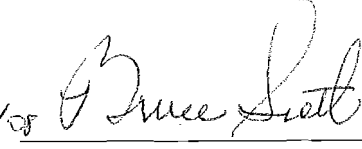
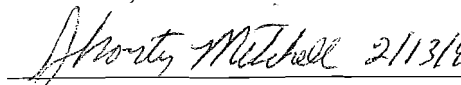
- A. The District desires to retain the services of the Superintendent and the Superintendent desires to continue to provide services to the District for the year of the contract beginning February 12, 2008 and ending February 11, 2009.
- B. Now therefore, the District agrees to provide the Superintendent with an Employee Retention Incentive in the amount of \$6,000.00, if the Superintendent
  - 1. Completes the term of the contract listed above, and
  - 2. The District does not terminate the services of the Superintendent prior to the completion of the contract year.
- C. The Superintendent shall not be entitled to the Employee Retention Incentive if the Superintendent resigns from the District prior to the completion of the contract year ending February 11, 2009.
- D. The Retention Incentive shall be payable at the time the regular pay roll check is issued in February.

**Superintendent Performance Incentive**

The District agrees to provide the Superintendent with a Performance Incentive up to \$6,000.00 if the District meets the following goals:

- A. Campus Report Cards: No school within the District shall receive an Academically Unacceptable rating from the Texas Education Agency (TEA) for the 2007-2008 school year. There will be no Performance goal payout if there are any Academically Unacceptable ratings.
- B. Student Achievement: Based on the 2007-2008 District Academic Excellence Indicator System, the District will increase the percent of district students who meet state expectations for All Tests (Sum of All Grades Tested—District results) from 65% to 70%. This Performance goal payout is for \$3,000.00; and/or
- C. An internal and external survey of staff and community is developed and conducted. The results will show that 75% of all stakeholders in the District (parents, employees, and community) will provide positive feedback as measured by the survey. This performance goal payout is for \$3,000.00.

Determination of the Superintendent's achievement of the performance goals shall be evaluated by the Board of Trustees as part of the Superintendent's annual performance review.

 James Stiles President, Board of Trustees	<u>2/14/08</u> Date	 Bruce Scott Superintendent of Schools	<u>2/13/08</u> Date
 Shorty Mitchell Secretary, Board of Trustees	<u>2/13/08</u> Date		