

SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the COMO PICKTON CONSOLIDATED INDEPENDENT SCHOOL DISTRICT ("District" or "CPCISD") and Greg Bower ("Superintendent") pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for CPCISD.

I. Term

1.1 **Term.** The Superintendent shall be employed on a 12-month basis, for a term of five (5) years, commencing on January 1, 2024 and ending on December 31, 2028. This Superintendent's Term Contract ("Contract") is not for a specific number of days within a year, and there are no "non-duty" days under this Contract.

1.2 **Extension.** CPCISD may by action of the Board, and with the consent of the Superintendent, extend the term of this Contract.

1.3 **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 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

2.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will 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 any of the other offenses as indicated in Policy DH (Local). The Superintendent agrees to provide such notification in writing within seven (7) calendar days of the event.

2.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any materially false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

2.4 **Duties.** The Superintendent is the educational leader and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the CPCISD, as prescribed by Texas law and in the adopted job description and as may be assigned by action of 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. The Superintendent shall perform the duties of the Superintendent of Schools for the CPCISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of these duties during the term of this Contract. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.5 **Professional Certification.** The Superintendent, during employment by CPCISD, hold a valid

certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that he has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.

2.6 **Reassignment.** The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing.

2.7 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both open to the 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 and Superintendent mutually agree otherwise. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. 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.

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

III. Compensation and Benefits

3.1 **Salary.** During the term of the Contract, the CPCISD shall provide the Superintendent with an annual salary in the sum of One Hundred Fifty Thousand and 00/100 (\$150,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Education Code Sections 21.4021 and/or 21.4032. Beginning January 1, 2025 and each year thereafter on January 1st, the Superintendent's annual salary shall be automatically increased by four percent (4%).

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. The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment, unless otherwise agreed to by Board and Superintendent, and shall be in the form of a written addendum to this Contract or a new contract shall be issued.

3.3 **Vacation, Holidays, Leave Benefit.** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided 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. The Superintendent shall receive 15 vacation days within each year of this Contract. Vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this Contract. Unused vacation does not accumulate from year to year and cannot be converted into compensation at the termination of the employment relationship or any other time. The Superintendent shall observe the same holidays and breaks as provided by the Board's adopted annual calendar. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for

administrative employees on twelve-month contracts and shall be subject to the leave policies applicable to all employees as stated in adopted board policy.

3.4 **Insurance.** Upon notice in writing by the Superintendent no later than July 1 of a year that he will participate in the District's health insurance program, CPCISD shall provide the same health and medical insurance benefits to the Superintendent as it does to all CPCISD employees.

3.6 **Professional Organizations.** The costs of membership in professional organizations shall be based upon the District's budget.

3.7 **Transportation.** The Board shall reimburse for mileage or provide a school vehicle for the Superintendent's business and limited personal use.

3.8 **Texas Teacher Retirement System.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

3.9 **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 and incidental costs incurred by the Superintendent for travel. Such actual or incidental 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.

3.10 **Supplemental Retirement Contributions.** The District shall contribute, on or before December 31st of each year during which this Contract is in effect, including any extensions thereof, to a Supplemental Retirement Tax Deferred Plan or plans (the "Plan") established for the benefit of the Superintendent under Section 403(b), Section 457(b), and/or Section 401(a) of the Internal Revenue Code ("Code") a lump sum amount equal to Ten Thousand and no/100 Dollars (\$10,000.00).

Unless already established, the 403(b) and 401(a) plans shall be established as employer-paid plans with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. Unless already established, the 403(b) plan, 401(a) plan, and 457(b) plan shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan, 401(a) plan, and 457(b) plan shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to where the contributions to the Plan are invested, to the extent such investments comply with applicable State and federal laws. The Superintendent shall not be entitled to receive in cash any portion of the aforementioned funds that exceed the contribution limit or limits established by law. Each such Plan established on behalf of the Superintendent shall provide that contributions made to the Plan by the District and all earnings thereon shall be fully vested in the Superintendent according to the following schedule:

- (a) Twenty Percent (20%) on December 31, 2022;
- (b) Forty Percent (40%) on December 31, 2023;
- (c) Sixty Percent (60%) on December 31, 2024;
- (d) Eighty Percent (80%) on December 31, 2025; and
- (e) One Hundred Percent (100%) on December 31, 2026.

Contributions made by the District to the Plan shall first be made to the 403(b) plan. If the contribution to

the 403(b) plan exceeds the contribution limit established by law for such plan, then the remaining contribution by the District shall be made to the 457(b) plan. If the contribution to the 457(b) plan then exceeds the contribution limit established by law for such plan, the remaining contribution by the District shall be made to the 401(a) plan.

If the Contract is terminated for any reason, except under section 7.2 of this Contract, prior to December 31st of a year in which the contribution under this section has not been made, the District shall make all contributions owed under the current Term on or before the date of termination and all contributions and earnings thereon shall be deemed fully vested in the Superintendent on or before the date of termination.

As of January 1, 2024, the District has made the following contributions to the Plan: (i) on or before December 31, 2022 and (ii) on or before December 31, 2023 pursuant to this section. Effective January 1, 2024, the District will not be required to make additional contributions to the Plan pursuant to this section. Notwithstanding anything to the contrary herein, effective January 1, 2024, the Superintendent shall be 100% vested in all contributions made by the District and all earnings thereon in the Plan. Effective January 1, 2024, each such Plan established on behalf of the Superintendent shall provide that contributions made to the Plan by the District and all earnings thereon shall be fully vested in the Superintendent as of January 1, 2024.

3.11 **Supplemental Retirement Plan.** Annually during the term of this Contract, Beginning January 1, 2024, the District shall add to the Salary of the Superintendent the amount of 16.4% of the annual maximum voluntary contribution allowable under Section 402(g) of the Code for a 403(b) and 457(b) Plan, at the beginning of the Contract year, as indexed, including the age 50 catch-up, if applicable ("Additional Salary"). 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. 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 Internal Revenue Code (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 that is (i) established by the District under Section 403(b) and/or Section 457(b) of the Code; and (ii) available to all TRS members employed by the District. 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/her discretion. The Superintendent shall always be 100% vested in his/her 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.

3.12 **Other Benefits.** A district-issued cell phone will be provided to the Superintendent for business and personal use.

IV. Annual Performance Goals

4.1 **Development of Goals.** The Superintendent, in cooperation with the District-Level Planning and Decision-Making Committee, shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the CPCISD. The goals approved by the Board shall always be memorialized in writing and reflected in Board minutes or the Superintendent's annual written evaluation and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

V. Review of Performance

5.1 **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 term contract. The evaluation and

assessment shall be reasonably related to the duties of the Superintendent. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall always be conducted in closed meeting. The evaluation shall be confidential to the extent permitted by law.

5.2 ***Evaluation Format and Procedure.*** The evaluation format and procedure shall be adopted by the Board. 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. If 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.

VI. Renewal or Nonrenewal of Term Contract

6.1 ***Renewal/Nonrenewal.*** Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code.

6.2 ***Appeal.*** If the Superintendent is aggrieved by the Board's decision, he may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

VII. Termination of Contract

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 are mutually agreed.

7.2 ***Resignation.*** 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 not later than the 45th day before the first day of instruction of the following school year.

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

7.4 ***Dismissal or Suspension Without Pay for Good Cause.*** The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this Contract for good cause, defined generally as failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this Contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances. The following are examples of conduct and situations which may constitute "good cause," but the term is not limited in meaning by this list:

- (1) Insubordination or failure to comply with written or oral directives issued by lawful action of the Board or failure to comply with Board policies;
- (2) Any sexual misconduct with a student or employee or any conduct that endangers or has the potential to endanger the health or safety of one or more students or employees;
- (3) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication when the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency that is remediable;
- (4) Neglect of duties;
- (5) Drunkenness or excessive use of alcoholic beverages;

- (6) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
- (7) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment;
- (8) Failure to meet the CPCISD's standards of professional conduct;
- (9) Failure to comply with reasonable CPCISD professional development requirements;
- (10) Excessive absences, i.e., absences not in compliance with district policy or procedures, including applicable state and federal law;
- (11) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the CPCISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (12) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with the Board;
- (13) Assault on an employee or student;
- (14) Knowingly falsifying records or documents related to the CPCISD's activities;
- (15) Conscious misrepresentation of facts to the Board or other CPCISD officials in the conduct of the CPCISD's business; or
- (16) Any other reason constituting "good cause" under Board Policy or Texas law.

7.5 ***Termination or Suspension Without Pay Procedure.*** If the Board proposes to terminate this Contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code.

VIII. Miscellaneous

8.1 ***Controlling Law.*** This Contract shall be governed by the laws of the State of Texas and shall be performed in Hopkins County, Texas, unless otherwise provided by law.

8.2 ***Complete Agreement.*** This Contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts for a term covered by this Contract, both oral and written, between the parties regarding the employment of the Superintendent for the term covered by this Contract are superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this Contract.

8.3 ***Conflicts.*** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

8.4 **Savings Clause.** In the event any one or more of the provisions contained in this term contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this term contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.5 **Notice.** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligations it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by 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 President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

[signatures to follow]

EXECUTED at Como-Pickton CISD, County of Hopkins and State of Texas, this 11th day of December, 2023, pursuant to action of the Board of Trustees at a meeting held on December 11, 2023, for which there was a properly posted agenda that included an item related to employment of a superintendent.

COMO-PICKTON CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: _____
President Board of Trustees



ATTEST:

Brittney Smith
Secretary Board of Trustees

Executed this 11th day of December, 2023.

SUPERINTENDENT

BY: _____
GREG BOWER



Executed this 11th day of December, 2023.