

Interim Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of FORT DAVIS INDEPENDENT SCHOOL DISTRICT (the “District”) and GRAYDON HICKS, III (the “Superintendent”).

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a part-time basis per school year, beginning July 1, 2024 and ending June 30, 2025. The Board and the Superintendent (“the Parties”) may extend the term of this Contract by written agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract.** The Superintendent represents that he or she has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract.** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any 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.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:
 - 4.1 **Authority.** The Superintendent shall perform the duties and have the powers prescribed by the law and the Board. The Board may assign additional duties to the Superintendent and change the Superintendent’s responsibilities or work at any time during this Contract, but the duties shall be appropriate to and consistent with the professional role of the Superintendent.
 - 4.2 **Standard.** Except as otherwise permitted by this Contract or Board action, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care,

skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

- 5.1 **Salary.** The Superintendent shall be paid \$60,000 per year until the end of the contract period. At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the superintendent with any adjustment being in the form of either a written addendum to this Contract or a new Contract. This term does not allow the Board to pay the Superintendent less than the salary set forth above, except by mutual written agreement of both the Superintendent and the Board.
- 5.2 **Benefits.** The District shall provide 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 these benefits, at the Board's sole discretion.
- 5.3 **Performance Compensation.** There will be no performance compensation for the term of this contract, except by board approval, and at the Board's sole discretion.
- 5.4 **Leave.** The Superintendent may take up to ten (10) days of vacation per year. The Superintendent shall observe the same holidays and breaks as provided to other 12-month administrators in the Board's adopted annual calendar. No other local leave policies for district personnel shall apply to the Superintendent. The Superintendent shall schedule vacation days with prior approval of the Board President and at times that will least interfere with the performance of the Superintendent's duties.
- 5.5 **Liability Insurance.** The District's Professional Liability insurance policy provides coverage for the Superintendent as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.
- 5.6 **Health Insurance.** The District shall pay the approved amount set forth by the Board for district employees per month toward the premium for insurance coverage under the district's plan for health and medical insurance for the Superintendent. This amount is the same amount the District provides to all District employees. The Superintendent shall be responsible for any costs above this amount, including premiums and other payments associated with health and medical insurance for the Superintendent's dependents and/or spouse.
- 5.7 **Life and Disability Insurance.** The District shall provide the Superintendent with a term life insurance policy in the amount of Ten Thousand Dollars (\$10,000). The District shall pay the premiums for the life insurance policy for the duration of this Contract. The life insurance policy shall be owned by the District on the life of the Superintendent, but the Superintendent shall have the sole right to determine the beneficiary under the policy.

- 5.8 **Travel Allowance.** The District shall provide the Superintendent with mileage expense reimbursement, for the Superintendent's use of his personal automobile for District business requiring travel outside of the District. The reimbursement will be at the highest rate allowed by IRS rules, at the time the expense is incurred, for miles traveled while performing the Superintendent's duties. The District shall also reimburse for required overnight stays for District business and meals during such travels, up to an amount equal to the state per diem rates for same.
6. **Membership Dues.** The Board encourages the Superintendent to become a member of and participate in professional associations and 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.
- 6.1 The District shall reimburse the Superintendent for the cost of memberships for up to Seven Hundred Dollars (\$700) per year in local, state or national professional organizations of the Superintendent's choosing, subject to advance Board approval.
7. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.
8. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this Contract or resignation under this Contract will be pursuant to Texas Education Code chapter 21.
9. **General Provisions.**
- 9.1 **Amendment.** This Contract may not be amended except by written agreement of the Board and the Superintendent (the "Parties").
- 9.2 **Severability.** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 9.3 **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract and any addenda constitute the entire agreement between the Parties.
- 9.4 **Applicable Law and Venue.** Texas law shall govern this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.
- 9.5 **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.

10. **Notices.**

10.1 **To Superintendent.** 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 obligation it has to give the Superintendent written notice by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

10.2 **To Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice 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.

11. **Notice to employee.** All incoming employees automatically become members of the Social Security per the Trustee Minutes dated January 9, 1968.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent: _____

Date signed: _____

Fort Davis Independent School District

By: _____
President, Board of Trustees

Date signed: _____