

Superintendent Employment Contract

A.W. Brown Leadership Academy School District SUPERINTENDENT'S EMPLOYMENT CONTRACT

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

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 1st day of September 2021, by and between the Board of Directors (the "Board") of the A.W. Brown Leadership Academy School District ("A.W. Brown" or the "District") and Anthony Jefferson ("Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms and conditions hereafter established, have agreed, and do hereby agree, as follows:

I. TERM

I.I. INITIAL 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 commencing on September 1, 2021 and ending on August 31, 2026.

The District may, by action of the Board, extend the term of this Contract. 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, expressed or implied, is created in continued employment beyond the contract term.

I.II. TERM EXTENSION

Beginning on September 1, 2021, and in September of 2026, this Contract may extend for an additional twelve (12) months in the event the Superintendent receives a minimum performance appraisal of an overall rating of "Meets Expectations," if the Board provides written notice of its intent to extend the Contract. The President of the Board shall notify the Superintendent in writing promptly after each such meeting as to the action taken at such meeting.

II. EMPLOYMENT

II.I. DUTIES.

The Superintendent is the Chief Executive Officer (CEO) of the District and educational leader of the District and shall administer the School District and shall faithfully perform the duties of the Superintendent for the District in accordance with Board Policies and as may be 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 hereinafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to:

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- (a) Assume administrative responsibility and leadership for the planning, 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;
- (b) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent;
- (c) Oversee compliance with the standards for school facilities established by the Commissioner;
- (d) Select and manage the District's personnel in accordance with applicable and District policy;
- (e) Manage the day-to-day operation 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 operation;
- (f) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the District for each fiscal year and administer the budget;
- (g) Prepare recommendations and/or revisions for policies to be adopted by the Board and oversee the implementation and assist in the development of a strategic vision to be adopted by the Board for the district policies;
- (h) Develop or cause to be developed appropriate administrative regulations to implement policies adopted by the Board;
- (i) Provide leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators by the Texas Commissioner of Education or the Board of Directors;
- (j) Organize the District's central administration;
- (k) Ensure:
 - (a) Adoption of a student code of conduct and enforcement of that code of conduct.
 - (b) Adoption and enforcement of other student disciplinary rules and procedures as necessary.
- (l) Submit reports as required by state or federal law, rule, or regulations;
- (m) Submit reports as requested by Board of Directors;
- (n) Provide joint leadership with the Board of Directors to ensure that the responsibilities of the Board and Superintendent team are carried out; and
- (o) Perform any other duties lawfully assigned by action of the Board of Directors.

Except as provided in this Contract, the Superintendent agrees to devote his full time, skill, labor and attention to the performance of these duties with reasonable care and in a faithful, diligent and efficient manner.

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent may not delegate his duties to any other person or entity except as provided by law.

II.II. CONSULTATION ACTIVITIES

The Superintendent may engage in consulting activities with any other individuals or entities, provided that these activities do not interfere with the performance of the Superintendent's duties as set forth herein. The Board of Directors shall determine whether the Superintendent's consulting activities interfere with or are not in conflict of interest of the Superintendent's performance of his duties.

II.III. PROFESSIONAL GROWTH/ACTIVITIES

The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent 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 Associations deemed appropriate by the Board and necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership and subject to advanced notice to the Board.

The Board encourages the Superintendent to become a member of and participate in community and civic affairs and educational organizations that serve a legitimate purpose related to the educational mission of the District. The responsibilities of these activities should 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 reimburse the Superintendent for cost related to travel outside of the District upon approval by the Board.

II.IV. PROFESSIONAL CREDENTIALS AND RECORDS

This Contract, including any renewal or extensions thereof, is conditioned on the Superintendent providing a valid and appropriate credentials applicable for service as the charter school Superintendent for the A.W. Brown Leadership Academy in the State of Texas whether as prescribed by the Board of Directors, the laws of the State of Texas, or the rules and regulation of the Texas State Board of Educator Certification. Failure to hold valid and appropriate credentials shall render this Contract voidable. The Superintendent must also file any other records required for personnel files and for payroll purposes.

II.V. EMPLOYMENT OF STAFF

The Superintendent shall have the sole authority to select and employ all school staff. Subject to the District's salary schedule and budget as approved by the Board, the Superintendent's authority includes the authority to organize, reorganize, arrange, direct, assign, reassign and transfer staff in the manner which best serves the District.

Prior to publicly announcing the hiring, assignment, transfer or termination of any Administration's Senior Staff as defined hereinafter, the Superintendent shall inform the Board of said hiring, assignment, reassignment, transfer or termination. Administration's Senior Staff is defined as Chief Financial Officer, Deputy Superintendent, Associate Superintendent, Assistant Superintendent, General Counsel, and their equivalents.

Further, the Superintendent shall develop and implement administrative procedures, rules, and regulations that the Superintendent believes necessary for the efficient and effective operation of the District, and which are consistent with Board Policies, state and federal law.

II.VI. BOARD MEETINGS AND RELATIONS

The Superintendent shall attend all meetings of the Board and all Board committee meetings, with the exception of those closed meetings of the Board to which the Superintendent is not invited.

II.VII. 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 Board of the results of such efforts; or,
- (b) to the appropriate complaint resolution procedure as established by District Board policies.

II.VII. REASSIGNMENT

The Board reserves the right to reassign the Superintendent if it is in the best interest of the District as determine by the Board of Directors.

III.

COMPENSATION AND SALARY

III.I. ANNUAL BASE SALARY

The Superintendent shall be paid an annual base salary in the sum of One Hundred Fifty Three Thousand One Hundred Twenty Five Dollars (\$153,125.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with Board Policy. Any annual salary increase shall be awarded and distributed according to the Superintendent's performance appraisal rating, as determined by the Board of Directors.

The District shall pay any pension surcharges imposed or assessed by the Texas Teacher Retirement System ("TRS") during the term of this Contract and any extension thereof.

III.II. SALARY ADJUSTMENTS

At any time during the term of this Contract, the Board reserves the right to review and adjust the salary of the Superintendent.

III.III. BUSINESS EXPENSES

The District shall pay or reimburse the Superintendent for reimbursable 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 costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental car and other expenses incurred in the performance of the business of the District. The Superintendent shall comply

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with all policies, procedures and documentation requirements in accordance with Board policies and established procedures, which shall be subject to review by the District's independent auditors.

In addition, the Superintendent will submit a quarterly report on business expenses to the Board during the Board's regular monthly meeting.

III.IV. HEALTH AND OTHER INSURANCE.

The District shall pay any health benefit surcharges imposed or assessed by the TRS during the term of this Contract and any extension thereof.

III.V. VACATION, HOLIDAY AND PERSONAL LEAVE

The Superintendent may take, at his choice, subject to the Board's pre-approval, a maximum of twelve (12) days of vacation and personal leave. The vacation and personal leave days taken by the Superintendent shall be taken at such time/times as will least interfere with the performance of the Superintendent's duties as set forth in the Contract.

On August 31st of each year of the term of this Contract, accrued but unused vacation days will not roll over and shall not be purchased by the District. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative twelve-month employees.

III.VI. SICK LEAVE

The Superintendent shall have the same sick leave benefits as authorized by Board policies for Administrative twelve-month employees.

III.VII. NOTIFICATION OF ABSENCE FROM WORK

When Superintendent intends to be absent from the District for three (3) or more consecutive days for any reason, he shall notify the President of the Board in writing or electronically at least five (5) work days prior to the absence except in the event of a personal or family emergency. In such cases, the President of the Board shall be notified as soon as practical.

In the event Superintendent will be hospitalized for non-emergency purposes, Superintendent shall give the Board at least three (3) days written notice of each hospitalization.

III.VIII. ANNUAL PHYSICAL EXAMINATION.

The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The annual physical examination may include laboratory analysis of blood, urine, stress, EKG and other procedures as deemed appropriate by the licensed physician. The physician shall submit a confidential statement to the President of the Board verifying the Superintendent's fitness to perform the Superintendent's duties, and copies of all such statements shall be maintained as confidential to the extent permitted by law. The District shall pay all reasonable costs of the annual physical examination that are not covered by the employee's health insurance coverage.

III.IX. INDEMNIFICATION AND DEFENSE

The District shall provide the same professional liability insurance coverage for the Superintendent as all other officers and employees of the District.

III.X. RESIDENCE.

Superintendent, as a condition of his appointment and continued employment as Superintendent, agrees to establish his permanent residence within the geographical boundaries of the District. Annually, Superintendent shall provide evidence of Superintendent's residence within the territorial boundaries of the District to the President of the Board.

III.XI. PROFESSIONAL LIABILITY INSURANCE

The District does hereby agree to provide the Superintendent, at the District's expense, professional liability insurance in the face amount of at least One Million Dollars (\$1,000,000.00).

IV.

ANNUAL PERFORMANCE GOALS

IV.I. DEVELOPMENT OF GOALS

The Superintendent shall by September 1st of each year during the term of this Contract, submit for the Board's consideration and adoption, a proposed list of goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria upon which the Superintendent's performance will be reviewed and evaluated ("District Goals").

IV.II. PERFORMANCE REVIEW

The Board shall evaluate and assess the performance of the Superintendent in writing at a mutually agreed upon time, not later than December 31st of each year of this Contract, with the first evaluation occurring no later than December 1, 2021. The meetings at which the Board evaluates the Superintendent will be held in a closed meeting unless the Superintendent requests that it should be held in an open meeting.

The evaluation and assessment shall be related to the duties of the Superintendent as outlined in this Contract and consistent with Board Policy and the District Goals for the District.

IV.III. 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.

IV.IV. ANNUAL EVALUATION FORMAT AND PROCEDURE

The annual evaluation format and procedure shall be in accordance with the Board's policies and state and federal law and in consultation with the Superintendent. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

4.5. OTHER INTERIM EVALUATIONS.

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Nothing in this Contract prohibits or limits the Board's ability to conduct formal or informal interim evaluations, between annual performance evaluations, regarding the performance of the Superintendent, as deemed by the Board in its sole discretion to be necessary or helpful.

V.

TERMINATION OF EMPLOYMENT CONTRACT

V.I. MUTUAL AGREEMENT

This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.

V.II. RETIREMENT OR DEATH

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

V.III. DISMISSAL FOR THE BEST INTEREST OF THE DISTRICT

The Board may terminate this agreement and dismiss the Superintendent during the term of this agreement if the Board determines that dismissal is in the best interest of the District.

V.IV. DISABILITY

In the event the Superintendent shall become physically or mentally unable to perform his usual duties as Superintendent, the Board, at its option, may terminate this Contract and the employment of the Superintendent. Verification of the illness or disability of the Superintendent shall be required whenever a majority of the Board requests it. Verification shall be by a physician mutually designated by the Board and Superintendent. Should the Superintendent be terminated due to such physical or mental disability, the Superintendent shall be entitled to one (1) year of his annual base salary set out in Section 3.1. Except for the payment as referenced in Section 3.1 of this Contract, the District shall have no further liability to the Superintendent for any other compensation or benefits.

V.V. NONRENEWAL OF CONTRACT

Nonrenewal of this Contract shall be in accordance with Board policy.

VI.

MISCELLANEOUS

VI.I. CONTROLLING LAW

This Contract shall be governed by the laws of the state of Texas, and it shall be performable in Dallas County, Texas, unless otherwise provided by law. This Contract supersedes and replaces all previous contracts, understandings and agreements between the parties.

VI.II. COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties, and except as expressly provided herein, it cannot be varied except by written agreement of the parties.

VI.III. CONFLICTS

In the event of any conflicts between the terms, condition, 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.

VI.IV. SAVINGS CLAUSE

In the event anyone 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 provisions 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.

VI.V. AMENDMENT

This Contract may be amended during its term by the mutual written consent of the District and Superintendent. Any such amendment shall be in writing and approved by official action of the Board and accepted in writing by the President of the Board and Superintendent.

VI.VI. NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, at the addresses contained herein.

VI.VII. BOARD POLICIES

References herein to "Board policies" includes the Board's policies as they exist or may be hereinafter be adopted or amended.

SUPERINTENDENT EMPLOYMENT CONTRACT

ATTEST:

**A.W. BROWN LEADERSHIP ACADEMY
SCHOOL DISTRICT**

BY: _____

**Linda Gray, Secretary Board of Directors
Directors**

DATE: _____

BY: _____

Lou Ann Phillips, President Board of

DATE: _____

BY: _____

Anthony M. Jefferson, Superintendent

Date: _____

Draft Pending Final Board Approval