

SUPERINTENDENT'S EMPLOYMENT CONTRACT

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

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 20th day of APRIL 2022, by and between the Board of Trustees (the "Board") of the **MAY INDEPENDENT SCHOOL DISTRICT** (the "District") and **NICHOLAS HEUPEL** (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 11.201 and Chapter 21, Subchapter E of the Texas Education Code, 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 on a 12-month basis for a term of three (3) years, commencing on July 1, 2022, and ending on June 30, 2025. This 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.** 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.

1.3 **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 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. 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.

2.3 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.

2.4 Board Meetings. 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. 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.

2.5 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 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.

2.6 Indemnification. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify 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; and 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. 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 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, it shall be construed

and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

2.7 Duties of Board/Governance. The District is governed by the Board who, acting as a body corporate, (1) oversee the management of the district; and (2) ensure the Superintendent implements and monitors plans, procedures, programs, and systems to achieve appropriate, clearly defined and desired results in the major areas of District operations. Unless authorized by the Board, a member of the Board may not, individually, act on behalf of the Board. 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 provide the Superintendent an opportunity to present at a meeting an oral or written recommendation to the Board on any item that is voted on by the Board at the meeting. Governance includes management oversight of all major operations of District. The Board acknowledges that "management oversight" is not management itself. It is instead ensuring that the Superintendent implements and monitors plans, procedures, program and systems to achieve appropriate, clearly defined and desired results in the major areas of district operations including: the establishment and/or modification of policies, strategies and principles that govern the District; reviewing and voting on recommendations submitted by the Superintendent; reviewing the results of management decisions and modifying policies, strategies or principles on the basis of those results; and analysis of data, including audits, that enable the Board to hold the Superintendent accountable for effective management of the District. The Board expressly acknowledges that "management oversight" is not: intervention in personnel disputes; direction of day-to-day activities, management, or management decisions; and advocating a product or service, or denigrating a product or service. 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.

III. COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of Ninety-Five Thousand and No/100 Dollars (\$95,000.00), which amount shall be automatically increased each year by an amount equal to the greater of (i) the highest percentage raise given to the District's teachers or (ii) a percentage mutually agreeable to the Board and the Superintendent. 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 other 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. 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.

3.3 Vacation, Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, the greater of (i) ten (10) days of vacation annually or (ii) the same number of days of vacation authorized by policies adopted by the Board for administrators 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. Accrued but unused

vacation days shall accumulate and carry forward from year to year during the term of this Contract. At the sole option of the Superintendent, either at the end of each year of the term of this Contract, 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 at the Superintendent's daily rate of pay as of the payment date. The daily rate shall be calculated by dividing the Superintendent's TRS creditable compensation by 226. 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, except that the Superintendent, at his discretion, may utilize all accrued but unused leave days 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. 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 the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships 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.

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 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 Board approval.

3.7 Outside Consultant Activities. 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. 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.

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 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.

3.9 **Technology.** The Superintendent understands that information stored in his personal cell phone, computer or other device is subject to public disclosure if such information is related to the public business of the School 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 Superintendent, the parties agree that any personal or private information of the Superintendent contained on such cell phone, computer or other devices containing such data or information shall be deemed private and the Superintendent's sole property; provided 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 **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. ANNUAL PERFORMANCE GOALS

4.1 **Development of Goals.** The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall always be reduced to writing ("District Goals") 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 Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based, in part on the District's progress towards accomplishing the District Goals.

5.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall, always, 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.

5.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. 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. 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, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. 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. EXTENSION OR NONRENEWAL OF EMPLOYMENT CONTRACT

6.1 **Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. It is expressly agreed by the parties that "loss of confidence in the Superintendent by the Board" shall be a valid ground for nonrenewal pursuant to Section 21.212 of the Texas Education Code.

VII. TERMINATION OF EMPLOYMENT 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 may be mutually agreed upon.

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

7.3 **Dismissal or Suspension without Pay for Good Cause.** The Board may dismiss the Superintendent or suspend him without pay during the term of the Contract for good cause. The term "good cause" is defined as 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 necessarily limited to:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) 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;

- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) 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;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification;
- (q) 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;
- (r) 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;
- (s) Excessive absences, i.e., absences not in compliance with district policy or procedures, including applicable state and federal law.
- (t) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with parents, the community, or staff, unless the relationship or good rapport is not achieved or maintained due to no fault of the Superintendent.
- (u) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with the Board, for any reason, in its sole and final determination; or,
- (v) Any other reason constituting "good cause" under Texas law.

7.4 Termination Procedure. If the Board terminates or proposes to terminate 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.

7.5 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.

VIII. MISCELLANEOUS

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Brown 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 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.

8.5 **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.

8.6 **Attorneys' Fees.** The parties agree to waive attorney fees under Texas Local Government Code § 271.153 to the extent that attorney fees would otherwise be available under that law.

8.7 **Exhaustion of Remedies.** All procedures referenced in this contract or in Board policies relating to the resolution of any dispute arising from or related to the employment relationship are mandatory and shall constitute contractual adjudication procedures under Texas Local Government Code Section § 271.154. No District employee has the authority to waive a procedure required by this contract or Board policy.

8.8 **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 April 20, 2022.

IN WITNESS WHEREOF, all the parties hereto have executed the Contract in multiple originals to be effective from and after April 20, 2022.

MAY INDEPENDENT SCHOOL DISTRICT

By: 
JEFF PHILLIPS, President, Board of Trustees

ATTEST:

By: 
TERI MURPHREE, Secretary, Board of Trustees

Executed April 20, 2022.

SUPERINTENDENT

By: 
NICHOLAS HEUPEL

Executed April 20, 2022.

Job Description: Nick Heupel

Principal

Job Title: Principal	Exemption Status/Test: Exempt/Executive or Administrator in an Educational Establishment
Reports to: Superintendent	Date Revised: August 16, 2021
Dept./School: Assigned Campus and Level	

Primary Purpose:

Direct and manage overall campus operations. Responsible for leadership of the campus instructional program ensuring high standards of instruction and student achievement, compliance with district policies, application of instructional programs, and effective operation of all campus activities.

Qualifications:

Education/Certification:

Master's degree from accredited university
Texas principal or other appropriate Texas certificate
Certified Texas Teacher Evaluation and Support System (T-TESS) appraiser

Special Knowledge/Skills:

Working knowledge of curriculum and instruction
Ability to evaluate instructional program and teaching effectiveness
Ability to manage budget and personnel
Ability to implement policy and procedures
Ability to interpret data
Excellent organizational, communication, public relations, and interpersonal skills

Experience:

Two years experience as a classroom teacher
Experience in instructional leadership roles

Major Responsibilities and Duties:

Instructional Management

1. Monitor instructional processes to ensure that program activities are related to outcomes and use findings to take corrective actions where necessary.
2. Provide instructional resources and materials needed to accomplish instructional goals.
3. Establish clear expectations for staff performance with regard to instructional strategies, classroom management, and communication with the public.
4. Foster collegiality and team building among staff members. Encourage their active involvement in decision-making process.



HR Services

5. Solicit regular input from campus-level committee about planning, operation, supervision, and evaluation of campus education program. Include students and community representatives when appropriate.

School or Organization Improvement

6. Build a common vision for school improvement with staff. Direct planning activities and implement programs to ensure attainment of school's mission.
7. Establish campus performance objectives for Academic Excellence Indicators using the campus planning process and involving site-based decision making committee. Demonstrate campus progress using results to promote school improvement.
8. Provide opportunities for interactive communication with superintendent, staff, students, parents, and community.

Student Management

9. Act as campus behavioral coordinator in accordance with state laws and regulations.
10. Work with faculty and students to develop a student discipline management system that results in positive student behavior and enhances the school climate.
11. Ensure that school rules are uniformly applied and that student discipline is appropriate and equitable in accordance with Student Code of Conduct and student handbook.
12. Conduct conferences about student and school issues with parents, students, and teachers.

Management of Fiscal, Administrative, and Facilities Functions

13. Comply with district policies, state and federal laws, and regulations affecting schools.
14. Develop and administer campus budgets based on documented program needs and estimated enrollment ensuring that operations are cost effective and funds are managed wisely.
15. Compile, maintain, and file all reports, records, and other documents required including accurate and timely reports of maximum attendance to requisition textbooks.
16. Manage use of school facilities. Oversee maintenance of facilities to ensure a clean, orderly, and safe campus.

[Secondary Principals: Direct and manage extracurricular and intramural programs including management of multiple activity funds.]

Personnel Management

17. Select, train, supervise, and evaluate staff and make recommendations relative to assignment, retention, discipline, and dismissal. Approve all personnel assigned to campus.



- 18. Observe employee performance, record observations, and conduct evaluation conferences with staff.
- 19. Coach staff and help them identify and develop appropriate professional growth opportunities as well as accomplish improvement goals.
- 20. Work with campus-level planning and decision-making committees to plan professional development activities.

School or Community Relations

- 21. Articulate the school’s mission to the community and solicit its support in realizing the mission.
- 22. Demonstrate awareness of school and community needs and initiate activities to meet those needs using appropriate and effective techniques to encourage community and parent involvement.

Other

- 23. Follow district safety protocols and emergency procedures.

Supervisory Responsibilities:

Supervise, evaluate, and recommend the hiring and firing of staff assigned to campus including assistant principal(s), teachers, counselor(s), librarian(s), instructional aides, clerical support staff, and custodians.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment including personal computer and peripherals.

Posture: Frequent sitting and standing; occasional bending/stooping, pushing, /pulling, and twisting

Motion: Repetitive hand motions; frequent keyboarding and use of mouse; occasional reaching

Lifting: Occasional light lifting and carrying (less than 15 pounds); occasional physical restraint of students to control behavior

Environment: May work prolonged or irregular hours; work inside and outside (exposure to sun, heat, cold, and inclement weather), exposure to noise; occasional districtwide and statewide travel

Mental Demands: Work with frequent interruptions; maintain emotional control under stress

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Employee: Neil Hayes Date 8/19/21

Supervisor: _____ Date _____



Job Description: Nick Heupel

Coach

Job Title:	Coach	Wage/Hour Status:	Exempt/Professional
Reports to:	Principal and Athletic Director	Date Revised:	August 16, 2021
Dept./School:	High School		

Primary Purpose:

Provide instruction and coach students to develop skills and ability to excel in assigned sport(s).
Contribute to education program as a whole and to growth of students involved in athletics.

Qualifications:

Education/Certification:

Bachelor's degree

Valid Texas teaching certificate

Current first aid, cardiopulmonary resuscitation (CPR), and automated external defibrillator (AED) certificate

Clear and valid Texas commercial driver's license with Passenger (P) and School Bus (S) endorsements (optional)

Special Knowledge/Skills:

Knowledge of coaching techniques and procedures

Knowledge of University Interscholastic League (UIL) rules

Ability to instruct and supervise student athletes

Ability to pass U.S. Department of Transportation alcohol and drug tests and annual physical (include if bus driving duties are required)

Excellent organizational, communication, and interpersonal skills

Experience:

Experience as coach or participant in sport assigned

Certified Teacher

Major Responsibilities and Duties:

Instruction

1. Use a variety of instructional techniques and media to meet the needs and improve the abilities of student athletes in the sport assigned.
2. Manage and supervise athletic activities, contests, and practice sessions to promote individual growth in athletic skills, teamwork, and good sportsmanship.
3. Work with other members of school staff to plan and implement instructional goals and objectives to ensure the overall educational development of student athletes.



HR Services

Program Management

4. Establish performance criteria for competition and evaluate students' athletic abilities initially and on a regular basis. Model performance criteria and physical movements required for successful student performance of sport.
5. Take all necessary precautions to protect student athletes, equipment, materials, and facilities.
6. Work with athletic director to schedule competitions and plan season activities including practices, special events, and tournaments.
7. Coordinate with transportation department for travel arrangements to out-of-town events. (*Drive bus to transport student to out-of-district competitions (optional)*).
8. Ensure compliance with all UIL rules.
9. Monitor and enforce student eligibility criteria for extracurricular participation.
10. Develop and coordinate a continuing evaluation of coaching program and make changes based on findings.

Student Management

11. Accompany and supervise student athletes during athletic competitions in assigned sports both at-home and on out-of-town trips.
12. Instruct and advise students on NCAA regulations with regard to academic requirements for scholarships and recruiting practices.
13. Apply and enforce student discipline during athletic contests, practice sessions, and while on trips off school property in accordance with Student Code of Conduct and student handbook.
14. Encourage, by example and through instruction, sportsmanlike conduct in all phases of athletic participation.

Communication

15. Establish and maintain open communication by conducting conferences with parents, students, principals, and teachers.

Administration

16. Assist in selection of equipment and instructional materials.
17. Compile, maintain, and file all reports, records, and other documents required.
18. Initiate and approve purchase orders and bids in accordance with budgetary limitations and district policies.



- 19. Oversee process of cleaning, repairing, and storing all campus athletic equipment and maintain a current inventory of all equipment and fixed assets within program.
- 20. Follow district safety protocols and emergency procedures.

Supervisory Responsibilities:

Assign and oversee completion of the work of assistant coaches and student athletic assistants.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Athletic equipment, standard office equipment including computer and peripherals, and other instructional equipment; automated external defibrillator (AED); *operate school bus*

Posture: Prolonged standing; kneeling, squatting, bending, and stooping; *frequent driving; moderate grasping/squeezing, wrist flexion/extension, and reaching*

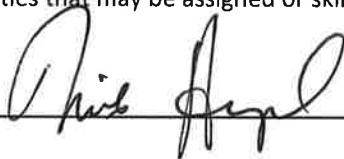
Motion: Frequent walking and physical movements associated with sport(s) assigned

Lifting: Frequently light lifting (less than 15 pounds); occasional moderate lifting or carrying (15-44 pounds)

Environment: Work outside (exposure to sun, heat, cold, and inclement weather) and inside; frequent exposure to noise; frequent districtwide and statewide travel; frequent prolonged and irregular hours; *moderate exposure to vehicle fumes and work around moving vehicles*

Mental Demands: Maintain emotional control under stress

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Employee: _____  _____ Date: 8/18/21

Supervisor: _____ Date _____





Date given Employee 3/30/2021 Date returned by Employee 3/30/2021

1. **Positions.** The District agrees to employ NICK HEUPEL in the dual assignment of Principal/Coach.
2. **Term.** You will be employed for the 2021-2022 school year(s), according to the hours and dates set by the District as they exist or may hereafter be amended.

2.1 **Term for Dual Assignment.** Your dual assignment may require you to begin work before the start date specified in paragraph 2 and to continue to work after the end date specified in paragraph 2. Your compensation under paragraph 6.1 includes pay for this additional work.

3. **Credentials and Criminal History Review.**

3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date of each school year, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit, or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.

3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.

4. **Representations.**

4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(LOCAL).

4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(LOCAL). You agree to provide the notification within the time period specified in Board policy, or within seven calendar days if no time period is specified.

4.3 **False Statements and Misrepresentations.** You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. **Duties.**





- 5.1 **General Standard.** You agree to perform the duties of your assigned positions, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
 - 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended. In addition, you agree to comply with all applicable rules of the University Interscholastic League.
 - 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.
 - 5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in the positions that are named in paragraph 1 of this Contract. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.
 - 5.5 **Dual Assignment.** The term *supplemental duty* does not include your dual assignment under this Contract. This Contract constitutes a unified agreement for both your positions set forth in paragraph 1. District action under this Contract concerning either position shall constitute the same action for the other position. You may not continue employment in one position without continuing employment in both positions and you may not resign one position without resigning both.
6. **Compensation.**
- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned responsibilities and duties of your positions, regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
 - 6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
 - 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
 - 6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.
 - 6.5 **Overpayments.** You agree that you are not entitled to any fund the District overpays you and you further agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.





6.6 **Benefits.** The District shall provide you with benefits as provided by state law and Board policy. The District 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.

7. **Other Provisions.**

7.1 **Equipment and Reports.** You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 **Special Funding.** If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

7.3 **Addenda.** This Contract includes one or more Addenda, as follows:

- (1) Principal Stipend Adj - \$5850
- (2) Asst Baseball Coach - \$1000
- (3) Phone Allowance - \$960
- (4) Housing
- (5) 226-day contract
- (6) Principal Mentoring Stipend - \$5000

NOTE: Coaching assignments are subject to change depending on need and coaching staff availability.

8. **Suspension.** In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. **Termination and Nonrenewal of Contract.**

9.1 **Termination of Contract.** This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that good cause or a financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).

9.2 **Nonrenewal.** The District may non-renew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

10. **General Provisions.**

10.1 **Amendment.** This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 **Severability.** If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.





2021-2022 Term Contract for Nick Heupel

10.3 **Entire Agreement.** This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 **Applicable Law.** Texas law shall govern construction of this Contract.

11. **Notice to Employee.** You agree to keep a current address on file with the District's human resources office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** The offer of employment under this Contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before 4/9/2021 (return date). If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee: 

Date signed: 3/30/21

May Independent School District

By: 
President, Board of Trustees

Date signed: 3-30-21



Job Title: Principal**Exemption Status/Test:** Exempt/Executive
or Administrator in an Educational Establishment**Reports to:** Superintendent**Date Revised:** 08/06/2020**Dept./School:** High School**Primary Purpose:**

Direct and manage overall campus operations. Responsible for leadership of the campus instructional program ensuring high standards of instruction and student achievement, compliance with district policies, application of instructional programs, and effective operation of all campus activities.

Qualifications:**Education/Certification:**

Master's degree in educational administration
Texas principal or other appropriate Texas certificate
Certified Texas Teacher Evaluation and Support System (T-TESS) appraiser

Special Knowledge/Skills:

Working knowledge of curriculum and instruction
Ability to evaluate instructional program and teaching effectiveness
Ability to manage budget and personnel
Ability to implement policy and procedures
Ability to interpret data
Excellent organizational, communication, public relations, and interpersonal skills

Experience:

Two years experience as a classroom teacher
10 years experience in instructional leadership roles

Major Responsibilities and Duties:**Instructional Management**

1. Monitor instructional processes to ensure that program activities are related to outcomes and use findings to take corrective actions where necessary.
2. Provide instructional resources and materials needed to accomplish instructional goals.
3. Establish clear expectations for staff performance with regard to instructional strategies, classroom management, and communication with the public.
4. Foster collegiality and team building among staff members. Encourage their active involvement in decision-making process.



5. Solicit regular input from campus-level committee about planning, operation, supervision, and evaluation of campus education program. Include students and community representatives when appropriate.

School or Organization Improvement

6. Build a common vision for school improvement with staff. Direct planning activities and implement programs to ensure attainment of school's mission.
7. Establish campus performance objectives for Academic Excellence Indicators using the campus planning process and involving site-based decision making committee. Demonstrate campus progress using results to promote school improvement.
8. Provide opportunities for interactive communication with superintendent, staff, students, parents, and community.

Student Management

9. Act as campus behavioral coordinator in accordance with state laws and regulations.
10. Work with faculty and students to develop a student discipline management system that results in positive student behavior and enhances the school climate.
11. Ensure that school rules are uniformly applied and that student discipline is appropriate and equitable in accordance with Student Code of Conduct and student handbook.
12. Conduct conferences about student and school issues with parents, students, and teachers.

Management of Fiscal, Administrative, and Facilities Functions

13. Comply with district policies, state and federal laws, and regulations affecting schools.
14. Develop and administer campus budgets based on documented program needs and estimated enrollment ensuring that operations are cost effective and funds are managed wisely.
15. Compile, maintain, and file all reports, records, and other documents required including accurate and timely reports of maximum attendance to requisition textbooks.
16. Manage use of school facilities. Oversee maintenance of facilities to ensure a clean, orderly, and safe campus.

[Secondary Principals: Direct and manage extracurricular and intramural programs including management of multiple activity funds.]

Personnel Management

17. Select, train, supervise, and evaluate staff and make recommendations relative to assignment, retention, discipline, and dismissal. Approve all personnel assigned to campus.



- Observe employee performance, record observations, and conduct evaluation conferences with staff.
- Coach staff and help them identify and develop appropriate professional growth opportunities as well as accomplish improvement goals.
- Work with campus-level planning and decision-making committees to plan professional development activities.

School or Community Relations

- Articulate the school's mission to the community and solicit its support in realizing the mission.
- Demonstrate awareness of school and community needs and initiate activities to meet those needs using appropriate and effective techniques to encourage community and parent involvement.

Other

- Follow district safety protocols and emergency procedures.

Supervisory Responsibilities:

Supervise, evaluate, and recommend the hiring and firing of staff assigned to campus including assistant principal(s), teachers, counselor(s), librarian(s), instructional aides, clerical support staff, and custodians.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment including personal computer and peripherals.

Posture: Frequent sitting and standing; occasional bending/stooping, pushing,/pulling, and twisting

Motion: Repetitive hand motions; frequent keyboarding and use of mouse; occasional reaching

Lifting: Occasional light lifting and carrying (less than 15 pounds); occasional physical restraint of students to control behavior

Environment: May work prolonged or irregular hours; work inside and outside (exposure to sun, heat, cold, and inclement weather), exposure to noise; occasional districtwide and statewide travel

Mental Demands: Work with frequent interruptions; maintain emotional control under stress

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by _____

Phil Herz

Date _____

8/11/2020

Received by _____

Date _____



Job Title: Coach	Wage/Hour Status: Exempt/Professional
Reports to: Athletic Director	Date Revised: 08/06/2020
Dept./School: Assigned Athletic Campus	

Primary Purpose:

Provide instruction and coach students to develop skills and ability to excel in assigned sport(s).
Contribute to education program as a whole and to growth of students involved in athletics.

Qualifications:**Education/Certification:**

Bachelor's degree
Valid Texas teaching certificate
Current first aid, cardiopulmonary resuscitation (CPR), and automated external defibrillator (AED) certificate
Clear and valid Texas commercial driver's license with Passenger (P) and School Bus (S) endorsements (optional)

Special Knowledge/Skills:

Knowledge of coaching techniques and procedures
Knowledge of University Interscholastic League (UIL) rules
Ability to instruct and supervise student athletes
Ability to pass U.S. Department of Transportation alcohol and drug tests and annual physical (include if bus driving duties are required)
Excellent organizational, communication, and interpersonal skills

Experience:

1-2 years experience as coach or participant in sport assigned

Major Responsibilities and Duties:**Instruction**

1. Use a variety of instructional techniques and media to meet the needs and improve the abilities of student athletes in the sport assigned.
2. Manage and supervise athletic activities, contests, and practice sessions to promote individual growth in athletic skills, teamwork, and good sportsmanship.
3. Work with other members of school staff to plan and implement instructional goals and objectives to ensure the overall educational development of student athletes.



Program Management

4. Establish performance criteria for competition and evaluate students' athletic abilities initially and on a regular basis. Model performance criteria and physical movements required for successful student performance of sport.
5. Take all necessary precautions to protect student athletes, equipment, materials, and facilities.
6. Work with athletic director to schedule competitions and plan season activities including practices, special events, and tournaments.
7. Coordinate with transportation department for travel arrangements to out-of-town events. (*Drive bus to transport student to out-of-district competitions (optional)*).
8. Ensure compliance with all UIL rules.
9. Monitor and enforce student eligibility criteria for extracurricular participation.
10. Develop and coordinate a continuing evaluation of coaching program and make changes based on findings.

Student Management

11. Accompany and supervise student athletes during athletic competitions in assigned sports both at-home and on out-of-town trips.
12. Instruct and advise students on NCAA regulations with regard to academic requirements for scholarships and recruiting practices.
13. Apply and enforce student discipline during athletic contests, practice sessions, and while on trips off school property in accordance with Student Code of Conduct and student handbook.
14. Encourage, by example and through instruction, sportsmanlike conduct in all phases of athletic participation.

Communication

15. Establish and maintain open communication by conducting conferences with parents, students, principals, and teachers.

Administration

16. Assist in selection of equipment and instructional materials.
17. Compile, maintain, and file all reports, records, and other documents required.
18. Initiate and approve purchase orders and bids in accordance with budgetary limitations and district policies.

19. Oversee process of cleaning, repairing, and storing all campus athletic equipment and maintain a current inventory of all equipment and fixed assets within program.

20. Follow district safety protocols and emergency procedures.

Supervisory Responsibilities:

Assign and oversee completion of the work of assistant coaches and student athletic assistants.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Athletic equipment, standard office equipment including computer and peripherals, and other instructional equipment; automated external defibrillator (AED); *operate school bus*

Posture: Prolonged standing; kneeling, squatting, bending, and stooping; *frequent driving; moderate grasping/squeezing, wrist flexion/extension, and reaching*

Motion: Frequent walking and physical movements associated with sport(s) assigned

Lifting: Frequently light lifting (less than 15 pounds); occasional moderate lifting or carrying (15-44 pounds)

Environment: Work outside (exposure to sun, heat, cold, and inclement weather) and inside; frequent exposure to noise; frequent districtwide and statewide travel; frequent prolonged and irregular hours; *moderate exposure to vehicle fumes and work around moving vehicles*

Mental Demands: Maintain emotional control under stress

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by *Phil Hays* Date *8/11/2020*

Received by _____ Date _____

MAY ISD TERM CONTRACT

Date given Employee 4/9/2020

Date returned by Employee 4/16/2020

1. **Position.** The District agrees to employ NICK HEUPEL as a HIGH SCHOOL PRINCIPAL
2. **Term.** You will be employed on a 12-month basis for the 2020-2021 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date each school year, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(LOCAL).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(LOCAL). You agree to provide the notification within the time period specified in Board policy, or within seven calendar days if no time period is specified.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
5. **Duties.**
 - 5.1 **General Standard.** You agree to perform the duties of your assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.

MAY ISD TERM CONTRACT

- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.
- 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.
- 5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in the position that is named in paragraph 1 of this Contract. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.
6. **Compensation.**
- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned responsibilities and duties of your position, regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
- 6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
- 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
- 6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.
- 6.5 **Overpayments.** You agree that you are not entitled to any fund the District overpays you and you further agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.
- 6.6 **Benefits.** The District shall provide you with benefits as provided by state law and Board policy. The District 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.
7. **Other Provisions.**
- 7.1 **Equipment and Reports.** You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.
- 7.2 **Special Funding.** If your position is funded by grants, federal funding, or other special funding,

MAY ISD TERM CONTRACT

you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

7.3 **Addenda.** This Contract includes one or more Addenda, as follows:

(1) Addendum A: Coaching Stipend

(2) Addendum B: Phone Stipend

[Edit text if contract does not include addenda.]

8. **Suspension.** In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. **Termination and Nonrenewal of Contract.**

9.1 **Termination of Contract.** This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that good cause or a financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).

9.2 **Nonrenewal.** The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

10. **General Provisions.**

10.1 **Amendment.** This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 **Severability.** If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 **Entire Agreement.** This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a “unified contract” with any supplemental duties agreement between the parties.

10.4 **Applicable Law.** Texas law shall govern construction of this Contract.

11. **Notice to Employee.** You agree to keep a current address on file with the District’s human resources office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** The offer of employment under this Contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before **4/14/2020** (return date). If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms

MAY ISD TERM CONTRACT

and your employment will end at the conclusion of that contract.

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

Employee: Alicia H. [Signature] Date Signed: 4/10/2020

May Independent School District

By: [Signature] Date Signed: 4-22-20
President, Board of Trustees

Job Description for Nick Heupel

2019-2020

Job Title: Principal
Reports to: Superintendent
Dept./School: High School

Exemption Status/Test: Exempt/Administrator
Date Revised: August 15, 2019

Primary Purpose:

Direct and manage overall campus operations. Responsible for leadership of the campus instructional program ensuring high standards of instruction and student achievement, compliance with district policies, application of instructional programs, and effective operation of all campus activities.

Qualifications:

Education/Certification:

Master's degree in educational administration
Texas principal or other appropriate Texas certificate
Certified Texas Teacher Evaluation and Support System (T-TESS) appraiser

Special Knowledge/Skills:

Working knowledge of curriculum and instruction
Ability to evaluate instructional program and teaching effectiveness
Ability to manage budget and personnel
Ability to implement policy and procedures
Ability to interpret data
Excellent organizational, communication, public relations, and interpersonal skills

Experience:

Two years experience as a classroom teacher
Five years experience in instructional leadership roles

Major Responsibilities and Duties:

Instructional Management

1. Monitor instructional processes to ensure that program activities are related to outcomes and use findings to take corrective actions where necessary.
2. Provide instructional resources and materials needed to accomplish instructional goals.
3. Establish clear expectations for staff performance with regard to instructional strategies, classroom management, and communication with the public.
4. Foster collegiality and team building among staff members. Encourage their active involvement in decision-making process.
5. Solicit regular input from campus-level committee about planning, operation, supervision, and evaluation of campus education program. Include students and community representatives when appropriate.



School or Organization Improvement

6. Build a common vision for school improvement with staff. Direct planning activities and implement programs to ensure attainment of school's mission.
7. Establish campus performance objectives for Academic Excellence Indicators using the campus planning process and involving site-based decision making committee. Demonstrate campus progress using results to promote school improvement.
8. Provide opportunities for interactive communication with superintendent, staff, students, parents, and community.

Student Management

9. Act as campus behavioral coordinator in accordance with state laws and regulations.
10. Work with faculty and students to develop a student discipline management system that results in positive student behavior and enhances the school climate.
11. Ensure that school rules are uniformly applied and that student discipline is appropriate and equitable in accordance with Student Code of Conduct and student handbook.
12. Conduct conferences about student and school issues with parents, students, and teachers.

Management of Fiscal, Administrative, and Facilities Functions

13. Comply with district policies, state and federal laws, and regulations affecting schools.
14. Develop and administer campus budgets based on documented program needs and estimated enrollment ensuring that operations are cost effective and funds are managed wisely.
15. Compile, maintain, and file all reports, records, and other documents required including accurate and timely reports of maximum attendance to requisition textbooks.
16. Manage use of school facilities. Oversee maintenance of facilities to ensure a clean, orderly, and safe campus.

[Secondary Principals: Direct and manage extracurricular and intramural programs including management of multiple activity funds.]

Personnel Management

17. Select, train, supervise, and evaluate staff and make recommendations relative to assignment, retention, discipline, and dismissal. Approve all personnel assigned to campus.
18. Observe employee performance, record observations, and conduct evaluation conferences with staff.
19. Coach staff and help them identify and develop appropriate professional growth opportunities as well as accomplish improvement goals.

- 20. Work with campus-level planning and decision-making committees to plan professional development activities.

School or Community Relations

- 21. Articulate the school's mission to the community and solicit its support in realizing the mission.
- 22. Demonstrate awareness of school and community needs and initiate activities to meet those needs using appropriate and effective techniques to encourage community and parent involvement.

Other

- 23. Follow district safety protocols and emergency procedures.

Supervisory Responsibilities:

Supervise, evaluate, and recommend the hiring and firing of staff assigned to campus including assistant principal(s), teachers, counselor(s), librarian(s), instructional aides, clerical support staff, and custodians.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment including personal computer and peripherals.

Posture: Frequent sitting and standing; occasional bending/stooping, pushing,/pulling, and twisting

Motion: Repetitive hand motions; frequent keyboarding and use of mouse; occasional reaching

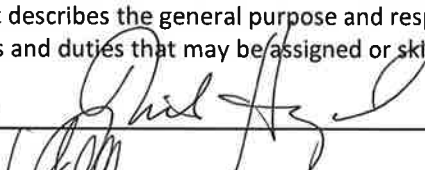
Lifting: Occasional light lifting and carrying (less than 15 pounds); occasional physical restraint of students to control behavior

Environment: May work prolonged or irregular hours; work inside and outside (exposure to sun, heat, cold, and inclement weather), exposure to noise; occasional districtwide and statewide travel

Mental Demands: Work with frequent interruptions; maintain emotional control under stress

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by



Date

8/16/19

Received by



Date

Job Description for Nick Heupel

2019-2020

Job Title: Coach	Wage/Hour Status: Exempt/Professional
Reports to: Athletic Director	Date Revised: August 19, 2019
Dept./School: Assigned Athletic Campus	

Primary Purpose:

Provide instruction and coach students to develop skills and ability to excel in assigned sport(s).
Contribute to education program as a whole and to growth of students involved in athletics.

Qualifications:

Education/Certification:

Bachelor's degree

Valid Texas teaching certificate

Current first aid, cardiopulmonary resuscitation (CPR), and automated external defibrillator (AED) certificate

Clear and valid Texas commercial driver's license with Passenger (P) and School Bus (S) endorsements (optional)

Special Knowledge/Skills:

Knowledge of coaching techniques and procedures

Knowledge of University Interscholastic League (UIL) rules

Ability to instruct and supervise student athletes

Ability to pass U.S. Department of Transportation alcohol and drug tests and annual physical (include if bus driving duties are required)

Excellent organizational, communication, and interpersonal skills

Experience:

2 years experience as coach or participant in sport assigned

Major Responsibilities and Duties:

Instruction

1. Use a variety of instructional techniques and media to meet the needs and improve the abilities of student athletes in the sport assigned.
2. Manage and supervise athletic activities, contests, and practice sessions to promote individual growth in athletic skills, teamwork, and good sportsmanship.
3. Work with other members of school staff to plan and implement instructional goals and objectives to ensure the overall educational development of student athletes.

Program Management

4. Establish performance criteria for competition and evaluate students' athletic abilities initially and on a regular basis. Model performance criteria and physical movements required for successful student performance of sport.
5. Take all necessary precautions to protect student athletes, equipment, materials, and facilities.
6. Work with athletic director to schedule competitions and plan season activities including practices, special events, and tournaments.
7. Coordinate with transportation department for travel arrangements to out-of-town events. (*Drive bus to transport student to out-of-district competitions (optional)*).
8. Ensure compliance with all UIL rules.
9. Monitor and enforce student eligibility criteria for extracurricular participation.
10. Develop and coordinate a continuing evaluation of coaching program and make changes based on findings.

Student Management

11. Accompany and supervise student athletes during athletic competitions in assigned sports both at-home and on out-of-town trips.
12. Instruct and advise students on NCAA regulations with regard to academic requirements for scholarships and recruiting practices.
13. Apply and enforce student discipline during athletic contests, practice sessions, and while on trips off school property in accordance with Student Code of Conduct and student handbook.
14. Encourage, by example and through instruction, sportsmanlike conduct in all phases of athletic participation.

Communication

15. Establish and maintain open communication by conducting conferences with parents, students, principals, and teachers.

Administration

16. Assist in selection of equipment and instructional materials.
17. Compile, maintain, and file all reports, records, and other documents required.
18. Initiate and approve purchase orders and bids in accordance with budgetary limitations and district policies.

- 19. Oversee process of cleaning, repairing, and storing all campus athletic equipment and maintain a current inventory of all equipment and fixed assets within program.
- 20. Follow district safety protocols and emergency procedures.

Supervisory Responsibilities:

Assign and oversee completion of the work of assistant coaches and student athletic assistants.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Athletic equipment, standard office equipment including computer and peripherals, and other instructional equipment; automated external defibrillator (AED); *operate school bus*

Posture: Prolonged standing; kneeling, squatting, bending, and stooping; *frequent driving; moderate grasping/squeezing, wrist flexion/extension, and reaching*

Motion: Frequent walking and physical movements associated with sport(s) assigned

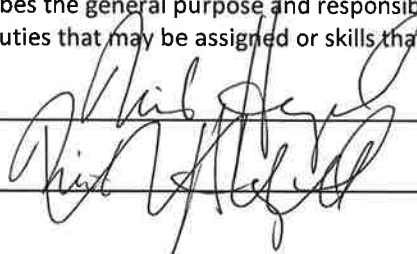
Lifting: Frequently light lifting (less than 15 pounds); occasional moderate lifting or carrying (15-44 pounds)

Environment: Work outside (exposure to sun, heat, cold, and inclement weather) and inside; frequent exposure to noise; frequent districtwide and statewide travel; frequent prolonged and irregular hours; *moderate exposure to vehicle fumes and work around moving vehicles*

Mental Demands: Maintain emotional control under stress

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

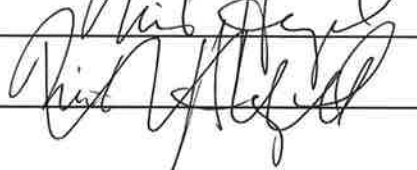
Reviewed by



Date

8/16/19

Received by



Date

8/16/19

Job Title: Principal
Reports to: Superintendent
Dept./School: Lead

Exemption Status: Exempt
Date Revised: 8/13/2018

Primary Purpose:

Direct and manage overall campus operations. Responsible for leadership of the campus instructional program ensuring high standards of instruction and student achievement, compliance with district policies, application of instructional programs, and effective operation of all campus activities.

Qualifications:**Education/Certification:**

Master's degree in educational administration
Texas principal or other appropriate Texas certificate
Advanced Education Leadership (AEL) certification, Instructional Leadership Training (ILT), or
Instructional Leadership Development (ILD)

Special Knowledge/Skills:

Working knowledge of curriculum and instruction
Ability to evaluate instructional program and teaching effectiveness
Ability to manage budget and personnel
Ability to implement policy and procedures
Ability to interpret data
Excellent organizational, communication, public relations, and interpersonal skills

Experience:

Two years experience as a classroom teacher
Two years experience in instructional leadership roles

Major Responsibilities and Duties:**Instructional Management**

1. Monitor instructional processes to ensure that program activities are related to outcomes and use findings to take corrective actions where necessary.
2. Provide instructional resources and materials needed to accomplish instructional goals.
3. Establish clear expectations for staff performance with regard to instructional strategies, classroom management, and communication with the public.

4. Foster collegiality and team building among staff members. Encourage their active involvement in decision-making process.
5. Solicit regular input from campus-level committee about planning, operation, supervision, and evaluation of campus education program. Include students and community representatives when appropriate.

School or Organization Improvement

6. Build a common vision for school improvement with staff. Direct planning activities and implement programs to ensure attainment of school's mission.
7. Establish campus performance objectives for Academic Excellence Indicators using the campus planning process and involving site-based decision making committee. Demonstrate campus progress using results to promote school improvement.
8. Provide opportunities for interactive communication with superintendent, staff, students, parents, and community.

Student Management

9. Act as campus behavioral coordinator in accordance with state laws and regulations.
10. Work with faculty and students to develop a student discipline management system that results in positive student behavior and enhances the school climate.
11. Ensure that school rules are uniformly applied and that student discipline is appropriate and equitable in accordance with Student Code of Conduct and student handbook.
12. Conduct conferences about student and school issues with parents, students, and teachers.

Management of Fiscal, Administrative, and Facilities Functions

13. Comply with district policies, state and federal laws, and regulations affecting schools.
14. Develop and administer campus budgets based on documented program needs and estimated enrollment ensuring that operations are cost effective and funds are managed wisely.
15. Compile, maintain, and file all reports, records, and other documents required including accurate and timely reports of maximum attendance to requisition textbooks.
16. Manage use of school facilities. Oversee maintenance of facilities to ensure a clean, orderly, and safe campus.

[Secondary Principals: Direct and manage extracurricular and intramural programs including management of multiple activity funds.]

Personnel Management

- 17. Select, train, supervise, and evaluate staff and make recommendations relative to assignment, retention, discipline, and dismissal. Approve all personnel assigned to campus.
- 18. Observe employee performance, record observations, and conduct evaluation conferences with staff.
- 19. Coach staff and help them identify and develop appropriate professional growth opportunities as well as accomplish improvement goals.
- 20. Work with campus-level planning and decision-making committees to plan professional development activities.

School or Community Relations

- 21. Articulate the school’s mission to the community and solicit its support in realizing the mission.
- 22. Demonstrate awareness of school and community needs and initiate activities to meet those needs using appropriate and effective techniques to encourage community and parent involvement.

Supervisory Responsibilities:

Supervise, evaluate, and recommend the hiring and firing of staff assigned to campus including assistant principal(s), teachers, counselor(s), librarian(s), instructional aides, clerical support staff, and custodians.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment including personal computer and peripherals.

Posture: Frequent sitting and standing; occasional bending/stooping, pushing,/pulling, and twisting

Motion: Repetitive hand motions; frequent keyboarding and use of mouse; occasional reaching

Lifting: Occasional light lifting and carrying (less than 15 pounds); occasional physical restraint of students to control behavior

Environment: May work prolonged or irregular hours; work inside and outside (exposure to sun, heat, cold, and inclement weather), exposure to noise; occasional districtwide and statewide travel

Mental Demands: Work with frequent interruptions; maintain emotional control under stress

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by *Paul Hays* Date 8/13/18

Received by _____ Date _____



Job Title: Coach	Wage/Hour Status: Exempt/Professional
Reports to: Principal and Athletic Director	Date Revised: 8/13/2018
Dept./School: Junior/Senior High School	

Primary Purpose:

Provide instruction and coach students to develop skills and ability to excel in assigned sport(s).
Contribute to education program as a whole and to growth of students involved in athletics.

Qualifications:

Education/Certification:

Bachelor's degree
Valid Texas teaching certificate
Current automated external defibrillator (AED) certificate
Clear and valid Texas commercial driver's license with Passenger (P) and School Bus (S) endorsements (optional)

Special Knowledge/Skills:

Knowledge of coaching techniques and procedures
Knowledge of University Interscholastic League (UIL) rules
Ability to instruct and supervise student athletes
Ability to pass U.S. Department of Transportation alcohol and drug tests and annual physical (include if bus driving duties are required)
Excellent organizational, communication, and interpersonal skills

Experience:

___ years experience as coach or participant in sport assigned

Major Responsibilities and Duties:

Instruction

1. Use a variety of instructional techniques and media to meet the needs and improve the abilities of student athletes in the sport assigned.
2. Manage and supervise athletic activities, contests, and practice sessions to promote individual growth in athletic skills, teamwork, and good sportsmanship.
3. Work with other members of school staff to plan and implement instructional goals and objectives to ensure the overall educational development of student athletes.



Program Management

4. Establish performance criteria for competition and evaluate students' athletic abilities initially and on a regular basis. Model performance criteria and physical movements required for successful student performance of sport.
5. Take all necessary precautions to protect student athletes, equipment, materials, and facilities.
6. Work with athletic director to schedule competitions and plan season activities including practices, special events, and tournaments.
7. Coordinate with transportation department for travel arrangements to out-of-town events. (*Drive bus to transport student to out-of-district competitions (optional)*).
8. Ensure compliance with all UIL rules.
9. Monitor and enforce student eligibility criteria for extracurricular participation.
10. Develop and coordinate a continuing evaluation of coaching program and make changes based on findings.

Student Management

11. Accompany and supervise student athletes during athletic competitions in assigned sports both at-home and on out-of-town trips.
12. Instruct and advise students on NCAA regulations with regard to academic requirements for scholarships and recruiting practices.
13. Apply and enforce student discipline during athletic contests, practice sessions, and while on trips off school property in accordance with Student Code of Conduct and student handbook.
14. Encourage, by example and through instruction, sportsmanlike conduct in all phases of athletic participation.

Communication

15. Establish and maintain open communication by conducting conferences with parents, students, principals, and teachers.

Administration

16. Assist in selection of equipment and instructional materials.
17. Compile, maintain, and file all reports, records, and other documents required.
18. Initiate and approve purchase orders and bids in accordance with budgetary limitations and district policies.
19. Oversee process of cleaning, repairing, and storing all campus athletic equipment and maintain a current inventory of all equipment and fixed assets within program.

Supervisory Responsibilities:

Assign and oversee completion of the work of assistant coaches and student athletic assistants.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Athletic equipment, standard office equipment including computer and peripherals, and other instructional equipment; automated external defibrillator (AED); *operate school bus*

Posture: Prolonged standing; kneeling, squatting, bending, and stooping; *frequent driving; moderate grasping/squeezing, wrist flexion/extension, and reaching*

Motion: Frequent walking and physical movements associated with sport(s) assigned

Lifting: Frequently light lifting (less than 15 pounds); occasional moderate lifting or carrying (15-44 pounds)

Environment: Work outside (exposure to sun, heat, cold, and inclement weather) and inside; frequent exposure to noise; frequent districtwide and statewide travel; frequent prolonged and irregular hours; *moderate exposure to vehicle fumes and work around moving vehicles*

Mental Demands: Maintain emotional control under stress

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by *Paul Hays* Date 8/13/18

Received by _____ Date _____

