

EMPLOYMENT CONTRACT – SUPERINTENDENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

THIS CONTRACT is made and entered into by and between the Board of Trustees (“Board”) of the VENUS INDEPENDENT SCHOOL DISTRICT (“District”) and James Hopper (“Superintendent”).

THE BOARD AND THE SUPERINTENDENT, for and in consideration of the terms hereinafter established, and pursuant to Texas Education Code Sections 11.201 and 21.201, et seq., have agreed, and do hereby agree, as follows:

1. TERM

- 1.1 **Employment.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent for the District, commencing on January 1, 2018 and ending June 30, 2020. This Contract supersedes all contracts between Superintendent and District.

- 1.2 **Extension of Contract.** With the Superintendent’s consent, the Board may substitute and supersede this Contract by issuing a new contract, beginning prior to the end of this Contract term, thereby extending the contact term for one or more years. Such an action shall have the effect of extinguishing this Contract and replacing it with an entirely new Contract. Failure to extend shall not constitute nonrenewal.

- 1.3 **No Right of Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No express or implied property interest, right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contact term.

2. EMPLOYMENT

- 2.1 **Duties.** 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 assigned by the Board and shall comply with all Board directives, state and federal law, and District policy, rules, and regulations as they exist or may hereafter be adopted or amended.

- 2.2 **Standard of Performance.** The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties. Specifically, it shall be

the duty of the Superintendent to recommend for employment all Administrative employees of the District in accordance with Board Policy. 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, and evaluate all of the employees of the District, except the Superintendent, 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, and in a thorough, prompt, and efficient manner.

- 2.3 **Professional Certification and Records.** This Contract is conditioned on the Superintendent providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or for payroll purposes. The Superintendent shall at all times, during the term of this Contract, hold a valid certificate required of a Superintendent by the State of Texas. If the Superintendent's certification expires, is cancelled, or is revoked, this Contract is void. Any material misrepresentation by the Superintendent in such records may be grounds for dismissal.
- 2.4 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent.
- 2.5 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.
- 2.6 **Criminal History.** Superintendent represents that he has disclosed to the Board any arrest that led to any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest or of any

indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.

3. COMPENSATION

- 3.1 **Salary.** The District shall provide the Superintendent with a salary in the sum of ONE HUNDRED FORTY TWO THOUSAND AND NO/100 DOLLARS (\$142,000.00). This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies.
- 3.2 **Salary Adjustments.**
- (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
- (b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.
- 3.3 **Benefits.** The District shall provide benefits to the Superintendent as provided by state laws and Board policies. The Superintendent shall be entitled to the same group health and hospitalization insurance the District pays for all other District employees. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
- 3.4 **Out-of-District Travel Expenses.** The District shall pay or reimburse the Superintendent for reasonable Board approved out-of-district travel expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this agreement. Such expenses may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airline tickets, 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.
- 3.5 **Vacation, Holidays, Sick Leave.** The Superintendent shall receive the same number of vacation days as authorized by Board policy for administrative employees on 12-month contracts. The Superintendent

shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar and shall be eligible for any leave available to other employees under Board policy. The Superintendent shall schedule vacation and leave days at times that will least interfere with the performance of the Superintendent's duties.

- 3.6 **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 reasonable attendance and participation in appropriate professional meetings at the local, regional, state and national levels, as approved by the Board. 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 information 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 to attend such seminars, courses, or meetings.
- 3.7 **Civic Activities, Etc.** The Superintendent is encouraged, subject to prior Board approval, to participate in community and civic affairs in accordance with the Board's policies, including the Chamber of Commerce. The expenses of such activities shall be borne by the District.
- 3.8 **Outside Consultant Activities, Etc., Benefit.** The Superintendent may serve as a consultant and receive a reimbursement of expenses and/or be paid an honorarium for such consultant services at no expense to the District, subject to prior Board approval. Consultation provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law and shall not be conducted during times when the Superintendent is providing services to the District.
- 3.9 **Indemnification.** The Board agrees, as further consideration for the employment of Superintendent, that to the extent permitted by law it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, regardless of whether the claims arise during or after the Superintendent's employment with the District, if damages are based on an act or omission by the Superintendent in the course and scope of his employment with the District and if the damages

arise out of a cause of action for negligence, except a willful or wrongful act or omission or an act or omission constituting gross negligence or for official misconduct. However, if there is a potential conflict of interest regarding defense of the claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate legal counsel, in which event, under this paragraph, the liability of the Board is limited to the amounts set out in Tex. Civ. Prac. & Rem. Code § 101.023(b) or any future corresponding statute.

- 3.10 Technology allowance. The District shall provide the Superintendent with a technology allowance of \$83.00 per month.
- 3.11 Professional Dues. The District encourages the continuing professional growth of the Superintendent through participation in professional organizations and activities. Toward that end, the District shall pay the membership fees and dues in an amount not to exceed \$1,200.00 per year.
- 3.12 Texas Teacher Retirement System. The District shall supplement the Superintendent's annual salary by an amount equal to \$7,000.00 of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System. This supplement shall be paid to the Superintendent in regular monthly payroll installments..

4. REVIEW OF PERFORMANCE

- 4.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.
- 4.2 Confidentiality. The evaluation of the Superintendent shall at all times be conducted in closed 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.
- 4.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

5. RENEWAL/NONRENEWAL

- 5.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

6. TERMINATION OF EMPLOYMENT CONTRACT

- 6.1 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. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Contract without the written consent of the Board.
- 6.2 Death, Retirement. This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause.
- 6.4 Termination Procedure. In the event that the Board terminates this Contract for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and in state and federal law.
- 6.5 Suspension. In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

7. MISCELLANEOUS

- 7.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas, and is fully performable in Johnson County, Texas.
- 7.2 Complete Agreement. This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties. The Agreement supersedes all prior agreements and understandings.
- 7.3 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.
- 7.4 Conflicts. The Superintendent is subject to the Board's policies, provided however, in the event of a conflict between the express 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.


- 7.5 **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 the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
- 7.6 **Legal Representation.** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.
- 7.7 **Notices to Superintendent.** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.
- 7.8 **Notice to Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.
- 7.9 **Residency Requirement.** As a material term of this contract, the Superintendent shall become a resident within the boundaries of the District no later than January 31, 2018. During the term of this Agreement, the Superintendent shall maintain his residence within the boundaries of the District. Failure of the Superintendent to maintain residency within the boundaries of the District shall constitute "good cause" for the District to terminate this Contract.
- 7.9 **Relocating/Moving Expenses.** The District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent's family and personal possessions up to a maximum of \$5,000.00. The Superintendent shall document all expenses with receipts,

canceled checks, or credit card statements. The moving expenses must be incurred no later than January 31, 2018.

EXECUTED in duplicate originals this 16 day of November, 2017.

SUPERINTENDENT

VENUS INDEPENDENT SCHOOL DISTRICT


James Hopper

BY: Les Owens
Les Owens, President

ATTEST:

BY: Joe Russell
Joe Russell, Secretary

AMENDMENT TO THE SUPERINTENDENT'S
EMPLOYMENT CONTRACT

That for and in consideration of James Hopper ("Superintendent") agreeing to extend his employment contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board of Trustees of the Venus Independent School District ("Board") and Superintendent hereby agree to amend the Superintendent's Contract dated November 16, 2017, as amended, as follows:

- 1.1 The Board agrees to extend the Superintendent's Employment Contract to January 31, 2022.


- 3.1 Effective July 1, 2019, the District shall provide the Superintendent with a salary of ONE HUNDRED FIFTY-THREE THOUSAND FOUR HUNDRED SEVENTY AND NO/100 DOLLARS (\$153,470.00). This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies.

- 3.12 Effective July 1, 2019, Paragraph 3.12 is deleted.

All other terms of the original contract remain in full force and effect. If any conflict exists between the provisions of this Amendment and the original contract or amendment thereto, the language of this Amendment will take precedence over any inconsistent provisions.

Dated this 26th day of August 2019.

SUPERINTENDENT



James Hopper

VENUS INDEPENDENT SCHOOL DISTRICT

BY: 

Les Owens, President

ATTEST:

BY: 

Linda Taylor, Secretary