

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §

COUNTY OF ANGELINA §

THIS Superintendent's Employment Contract ("Contract") is made and entered into by and between the Board of Trustees ("Board") of the Lufkin Independent School District ("the District") and DR. JAMES HOCKENBERRY (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 and Chapter 21, Subchapter E, of the Texas Education Code, 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 of Schools, for the District for a term of approximately three (3) years, commencing on May 1, 2024, and ending on June 30, 2027. Provided that, for the period of May 1, 2024, through June 30, 2024, the Superintendent shall have the title of Superintendent-Elect, and he shall be entitled to all of the compensation and benefits set forth in this Contract, and he shall exercise all of the duties and responsibilities of Superintendent of Schools as set forth in law, in Board policies, and in this Contract.

1.2 No Right of 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.

2. **EMPLOYMENT**

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District, as prescribed by §11.1513 and §11.201 of the Texas Education Code, by the job description of the position of Superintendent and those other duties as may be lawfully assigned by the Board. The Superintendent shall comply with all lawful Board directives, state and federal law and regulations, district policy, rules and regulations as they exist or may hereafter be amended.

The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his loyalty, time, skill, labor, and attention to performing his duties.

2.2 Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Contract void. The Superintendent shall at all times during the term of this Contract and any extension hereof, hold and maintain a certificate required of a Superintendent of Schools

by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law. Any misrepresentation of material fact may be grounds for dismissal. If Superintendent's certification expires, is cancelled, or is revoked, this Contract is void.

2.3 *Medical Examination.* The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement from that physician certifying that he is physically able to perform his duties. This statement shall be filed annually with the President of the Board and shall be maintained as a confidential medical record to the extent permitted by law.

2.4 *Residency Requirement.* No later than August 1, 2024, and thereafter at all times during the term of this Contract, the Superintendent must reside in the District. "Residence" is defined as having a domicile, one's home and fixed place of habitation, to which one intends to return after any temporary absence. Failure to satisfy this requirement shall be grounds for dismissal.

2.5 *Representation.* The Superintendent makes the following representations:

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

2.5.2 *During Contract.* Superintendent agrees that, during the term of this Contract, Superintendent will notify the Board, in writing, of any arrest and of any indictment, conviction, no contest or guilty plea, or other adjudication of Superintendent for any offense, excepting only Class "C" misdemeanor traffic offenses. Superintendent agrees to provide such notification in writing within seven (7) calendar days of the event or any shorter period specified in Board policy.

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

2.6 *Reassignment.* The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent.

2.7 *Board Meetings.* The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to discussion or 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. Any time that the Superintendent is absent due to illness or other Board-approved absence, or in those instances when the Board shall ask the Superintendent to be excused from the closed or executive session

of board meetings as set forth in this section 2.7, it is stipulated and agreed that at such time the legal counsel for the District is required to be present with the Board in closed or executive session at all such Board meetings.

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

2.9 *District to Defend.* To the extent it may permitted to do so 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 the Superintendent from any an 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 a key 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 a key employee of the District, acting within the course and scope of the 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 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 of the 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 the 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 upon the terms of the applicable insurance contract. To the extent this Section 2.9 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provision of this Section 2.9 shall survive the termination of this Contract.

2.10 *Disability.* This provision shall apply to disability of any type during which the Superintendent is unable to perform his job duties for any period greater than ninety (90) calendar days, regardless of whether or not any type of leave is requested, granted or taken. Such disability shall include, but not be limited to, incapacity that arises from major surgery, physical illness, mental illness, emotional disturbance, accident or other injury or condition.

- A. Anticipated Disability. Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply:
 - (i) The Superintendent shall notify the President of the Board of Trustees of the expected time of leave as soon as reasonably possible;

- (ii) Any leave shall begin at a time that is agreeable to the Board and upon request by the Board, the Superintendent shall furnish a statement which sets forth the facts and the physician's opinion as to the Superintendent's ability to continue or return to his duties. The Board may mandate, restrict, or otherwise condition the dates and the term of such disability leave upon such statements.
- B. Other Disability. In instances in which the disability could not be reasonably anticipated, the disability leave shall begin when determined to be medically required. The District shall have the right to demand and receive a full and complete written documentation of the facts regarding such disability or condition as it relates to the essential functions of the job and as it relates to the Superintendent's ability to perform his job duties.
- C. The District, at its sole expense, may require and obtain an independent medical opinion from a physician or physicians of its choosing regarding the condition of the Superintendent and the Superintendent agrees to reasonably cooperate fully with such physicians as may be designated by the Board in acquiring this information. In conjunction with this provision and provisions of Section 2.3 hereof, the Superintendent waives all rights of confidentiality and privacy in those medical records and history necessary to determine the ability of the Superintendent to perform the essential functions of his job so as to make such information readily available to the Board of Trustees. The Superintendent further agrees to timely execute, upon request from the District or its representative, any subsequent document authorizing the District to access relevant medical history and records for the limited purposes set forth in sections 2.3 and 2.10.
- D. In the event of the absence of the Superintendent due to any disability, the Superintendent and the Board agree that the Board shall have the authority and discretion to appoint one or more persons to perform the duties of the Superintendent upon such terms and conditions as the Board, in its sole discretion, shall determine.
- E. The Superintendent shall continue to receive the disability benefits payable to other professional employees of the District during any period of disability. The Superintendent shall be responsible to timely pay any costs or portion of costs of health insurance or other benefits that are customarily paid by professional employees during any period of disability leave.
- F. For purposes of this Contract, "disability" shall be defined as any physical or mental injury, illness or impairment that is determined by a physician to prevent the performance of the essential functions of the office of the Superintendent, with or without a reasonable accommodation.

- G. For disability determination purposes, the District may require the Superintendent to be fully examined by a physician of the District's choosing and the Superintendent agrees to all tests and procedures required by physician chosen by the District, as necessary to determine the ability of the Superintendent to perform the essential functions of his job.
- H. Because the Superintendent, as its chief executive officer, is the key employee of the District, if the Superintendent is not able to resume full duties within ninety (90) days after taking leave, and after reasonable accommodations of the Superintendent's condition and other requirements of the FMLA and ADA are satisfied, then the District and the Superintendent agree that this Contract may be terminated and the position filled by the Board of Trustees following negotiation of a settlement of the Superintendent's contract, not to exceed the limitations of Section 11.201 of the Texas Education Code.
- I. Notwithstanding any other provision of this Contract, upon determination of a disability of the Superintendent for a period to exceed ninety (90) days, and after reasonable accommodations of the Superintendent's condition and other requirements of the FMLA and ADA are satisfied, this Contract may be terminated upon the giving of ten (10) days' notice to the Superintendent by the District, and the Superintendent agrees not to request a hearing or pursue any recourse to a hearing process or an Independent Hearing Examiner proceeding under Chapter 21 of the Texas Education Code.

3. COMPENSATION

3.1 *Salary.* The District shall provide the Superintendent with an annual salary in the sum of Two Hundred and Thirty-Five Thousand no/100 Dollars (\$235,000.00). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.

3.2 *Salary Adjustments.* At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event, shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract.

3.3 *Vacation and Holidays.* The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees 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 that will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. Accrued but unused vacation days up to a maximum of five (5) days annually shall accumulate and carry forward from year to year during the term of this Contract, with such accumulated days to be limited to a maximum of twenty (20) days, but such days shall be taken by the Superintendent before leaving the District.

3.4 *Other Benefits.*

3.4.1 *Sick Leave Benefits.* The Superintendent shall be entitled to the same benefits of all state and local sick leave provisions in the same manner as other professional employees of the District.

3.4.2 *Health, Life, and Dental Insurance.* The District shall pay the premiums for hospitalization/major medical/health insurance, including dental and vision insurance, coverage for the Superintendent, pursuant to the group health plan provided by the District for its administrative employees.

3.4.3 *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the reasonable actual and incidental costs incurred by the Superintendent for out-of-district travel expenses, as determined by the annual budget for the District as adopted by the Board; such costs may include, but are not limited to, gasoline, hotels, and accommodations, meals, rental car, long distance expense, 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.

3.4.4 *Teacher Retirement System (TRS) Salary Supplement.* The District shall reimburse the Superintendent for Fifteen Thousand and no/100 dollars (\$15,000.00) per year of the Superintendent's individual member contribution to the Texas Teacher Retirement System. The District agrees and contracts to pay the Superintendent this salary supplement by regular payroll installments and shall report the payments to TRS as creditable salary and wages.

3.4.5 *Outside Consultant Activities.* The Superintendent may serve as a consultant or understate speaking engagements, writing, teaching, or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services"). The Superintendent may except a reimbursement of expenses and/or be paid an honorarium 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, including but not limited to the Texas Education Code, Section 11.201(e). The Superintendent shall not engage in any outside employment, Consulting Services, or any other non-school activity that conflicts or interferes with the Superintendent's professional responsibilities to the District. Provided that any consulting or speaking engagements will be on a day or days that the Superintendent is not scheduled to work for the District.

4. REVIEW OF PERFORMANCE

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 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 at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

4.2 *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. At the direction of the Board, the Board may evaluate the performance of the Superintendent more frequently, as needed. 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 on the District's progress towards accomplishing the District Goals.

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. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) calendar 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. In the event 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, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

4.4 *Confidentiality.* Unless the Board and Superintendent agree otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5. RENEWAL/NONRENEWAL

5.1 *Renewal or Nonrenewal.* Renewal or nonrenewal shall be in accordance with the Board policy, Texas Education Code, Chapter 21, Subchapter E, and applicable law. As required by the provisions of Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice of a proposed nonrenewal, not later than thirty (30) days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

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

6. TERMINATION OF 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 are mutually agreed upon.

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 of Agreement.* Termination of this Contract, or resignation under this Contract will be pursuant to Texas Education Code chapter 21. In the event that the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in Board's policies and state and federal law.

6.5 *Resignation of Superintendent.* The Superintendent may leave the employment of 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 forty-fifth (45th) day before the first day of instruction of the following school year. The Superintendent may resign with the consent of the Board at any other time.

7. **JOB DUTIES AND OBLIGATIONS OF THE SUPERINTENDENT.** Specifically, the duties of the Superintendent include:

7.1 Assuming administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;

7.2 Except as provided by Education Code §11.202 (duties of principal), assuming administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of the District other than the Superintendent;

7.3 Overseeing compliance with the standards for school facilities established by the Commission of Education under Education §46.008;

7.4 Initiating the termination or suspension of an employee of the nonrenewal of an employee's term contract;

7.5 Managing the day-to-day operations of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of District operations;

7.6 Preparing and submitting to the Board a proposed budget and administering the budget;

7.7 Preparing recommendations for policies to be adopted by the Board and overseeing the implementation of adopted policies;

7.8 Developing or causing to be developed appropriate administrative regulations to implement policies established by the Board;

7.9 Providing leadership for the attainment and, if necessary, improvement of student performance in the District based on the state's student achievement and quality of learning indicators and other indicators as may be adopted by the Commissioner or the Board;

7.10 Organizing the District's central administration;

7.11 Consulting with District-level committee;

7.12 Ensuring:

7.12.1 Adoption of a student code of conduct and enforcement of that code of conduct; and

7.12.2 Adoption and enforcement of other student disciplinary rules and procedures as necessary;

7.13 Submitting reports as required by state or federal law, rule or regulation;

7.14 Providing joint leadership with the Board to ensure that the responsibilities of the Board and Superintendent team are carried out; and

7.15 Performing any other duties assigned by action of the Board.

8. NON-DISTRICT RELATED PROFESSIONAL ACTIVITIES

8.1 *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 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 it 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 the 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.

8.2 *Civic Organizations.* 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 those 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 local civic organizations in which the Superintendent participates and related travel outside the District, subject to advance Board approval.

9. MISCELLANEOUS

9.1 *Applicable Law and Venue.* Texas law shall govern construction of this Contract. The parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be Angelina County, the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.

9.2 *Amendment.* This Contract embodies the entire agreement between the Parties and cannot be amended except by written agreement of the Parties.

9.3 *Severability/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 enforceability 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.

9.4 *Entire Agreement.* All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.

9.5 *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.

9.6 *Notice.*

9.6.1 *To Superintendent:*

The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding the 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.

9.6.2 *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 address of record, as provided to the District.

9.7 *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.

9.8 *Construction.* This Contract shall be construed without regard to the identity of the person or persons who drafted the provisions contained herein. Moreover, each and every provision of this Contract shall be construed as if each party hereto participated in the drafting hereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting party shall not be applicable to this Contract.

9.9 *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.

EXECUTED this the 29 day of April 2024.

LUFKIN INDEPENDENT SCHOOL DISTRICT

By: Kristi Gay
President, Board of Trustees

ATTEST:

Allyson Langston
Secretary, Board of Trustees

SUPERINTENDENT

James Hockenberry
Dr. James Hockenberry