

# EMPLOYMENT CONTRACT

THE STATE OF TEXAS §  
§  
§  
COUNTY OF DALLAS §

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the “Board”) of the **Sunnyvale Independent School District** (the “District”) and **Mr. Doug Williams** (the “Superintendent”), and, on July 1, 2017, supersedes any and all prior contracts between the parties.

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 21 and Section 11.201(b) 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 three (3) years, beginning on July 1, 2017, and ending on June 30, 2020. Each contract year shall consist of 226 days, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of each respective year. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this agreement as permitted by state law.

**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, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

## 2. EMPLOYMENT

**2.1 Duties.** The Superintendent is the educational leader and chief executive administrator for the District and shall faithfully perform the duties of the Superintendent of Schools for the district as prescribed by state law and district policy, in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or 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 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, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any material and intentional misrepresentation may be grounds for dismissal.
- 2.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's expressed written consent.
- 2.4 **Consultant Activities.** The Superintendent agrees to devote his time, skill labor and attention to performing his duties, but may, with the board's approval, undertake consulting work, speaking engagements, lecturing, training and other professional duties.
- 2.5 **Professional Growth.** The Board encourages the Superintendent to attend, actively participate in, and/or join professional and civic organizations at the local, state and national levels. The District shall pay reasonable expenses for such attendance, including membership fees and dues of the Superintendent in one state organization.

3. **REPRESENTATIONS.** The Superintendent makes the following representations:

- 3.1 **Beginning of Contract:** The Superintendent represents that he has disclosed to the Board, in writing, any arrest and 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.
- 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest 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.
- 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

#### **4. COMPENSATION**

- 4.1 Salary.** The District shall provide the Superintendent with an annual salary in the sum of One hundred sixty thousand and no cents (\$ 160,000.00). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies, beginning with the pay period starting on July 1, 2017.
- 4.2 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, except as stated below, in no event shall the Superintendent be paid less than the salary paid to the Superintendent at the time of the adjustment, except by the mutual agreement of the parties hereto. All adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract. The requirements of a mutual agreement or a written addendum or new contract are not applicable if the reduction in salary is made pursuant to and in accordance with the provisions of either Section 21.4021 or 21.4032 of the Texas Education Code.
- 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 Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent plus out of district expenses. Such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airfare 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.
- 4.4 Communications Allowance.** The District shall provide the Superintendent with a communications allowance in the sum of one hundred fifty dollars (\$150.00) per month. The Superintendent is responsible for submitting receipts to the District business office annually in relation to the allowance provided. The Superintendent is authorized to use District equipment such as computer and telephone for a reasonable amount of personal use.
- 4.5 Health Insurance.** The District shall pay the amount necessary to provide health and medical insurance for the Superintendent, in accordance with the District's group health care plan and to the same extent as for all other eligible employees of the District. The Superintendent shall be responsible for the premiums and other payments associated with health and medical insurance for the Superintendent's dependents and / or spouse.

**5. REVIEW OF CONTRACT AND SUSPENSION**

**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.

**5.2 Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

**6. RENEWAL OF CONTRACT AND SUSPENSION**

**6.1 Renewal/Non-renewal.** Renewal or non-renewal shall be in accordance with Board policy and applicable law.

**6.2 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. TERMINATION OF EMPLOYMENT**

**7.1 Mutual Agreement.** This Agreement 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 Agreement without the written consent of the Board.

**7.2 Death/Retirement.** This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

**7.3 Dismissal for Good Cause.** The Board may dismiss the Superintendent at any time for good cause.

**7.4 Termination Procedure.** In the event that the board terminates this Agreement for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

**8. PROFESSIONAL LIABILITY**

**8.1 Insurance Coverage.** The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or

official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law, and only to the extent said defense indemnification is covered by applicable insurance policies owned by the District. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligations under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. This District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.

- 8.2 Adverse Parties.** The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.
- 8.3 Superintendent's Cooperation.** The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

## **9. MISCELLANEOUS**

- 9.1 Controlling Law.** This Contract shall be governed by the laws of the State of Texas.
- 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 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.

- 9.4 **Acceptance.** This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. on the 28<sup>th</sup> day of March, 2017.
- 9.5 **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.
- 9.6 **Notices 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.
- 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 **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.

**AGREEMENT EFFECTIVE DATE: JULY 1, 2017.**

**SUNNYVALE INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
 President, Board of Trustees

\_\_\_\_\_  
 Date

By: \_\_\_\_\_  
 Secretary, Board of Trustees

\_\_\_\_\_  
 Date

**SUPERINTENDENT**

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Mr. Doug Williams

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Date