

Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of CHANNING INDEPENDENT SCHOOL DISTRICT (the "District") and MISTY HEISKELL (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows.

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2022 and ending June 30, 2025. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. The Superintendent agrees to furnish to the Board President a copy of Superintendent's credentials for the position of superintendent within thirty (30) days of this Agreement, or as specified in any addendum hereto. Superintendent's failure to provide the credentials as required herein, or if the Superintendent's certification expires, is canceled, revoked or surrendered, this Contract is void.
3. **Representations.** The Superintendent makes the following representations.
 - 3.1 **Beginning of Contract.** The Superintendent represents that the Superintendent has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, and agrees to submit to a review of the Superintendent's National Criminal History Record Information (NCHRI) at the beginning of this Contract and at any time thereafter, if so requested by the District. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. Superintendent's failure to disclose all arrests, indictments, convictions, pleas of no contest or guilty pleas or other adjudication, or failure to provide a criminal history acceptable to the Board shall make this Contract void without the need for any further action by the Board.
 - 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 no later than three (3) calendar days after 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 the Superintendent's employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the

in this Contract, at the Board's sole discretion.

5.3 Other Benefits.

5.3.1 *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the duties under this Contract according to Board Policy. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board Policy, and shall comply with all financial accountability rules, as required by state law or promulgated by the Texas Education Agency.

5.3.2 *School Housing.* The District agrees to provide housing to the Superintendent during the term of the contract. Upon Superintendent's separation of employment with the District for any reason, Superintendent shall have thirty (30) days to vacate District's housing, and the premises shall be returned to the District in the same condition as when Superintendent moved in, wear and tear expected.

5.3.3 *Vacations, Holidays and Sick Leave.* The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by Board Policy for administrative employees on twelve (12) month contracts, with the days to be in a single period or at different times. 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. The Superintendent shall observe the same legal holidays as provided by Board Policy for administrative employees on twelve (12) month contracts. The Superintendent is hereby granted the same amount of illness leave and benefits as authorized by Board Policy for administrative employees on twelve (12) month contracts.

5.3.4 *Professional Growth.* Superintendent is encouraged to grow professionally. The District shall permit a reasonable amount of release time for the Superintendent to attend seminars, courses, or meetings as approved by the Board, and shall reimburse the Superintendent the costs of attending such professional growth activities each fiscal year. The District shall pay or reimburse Superintendent for dues and membership expenses for up two (2) professional associations and organizations, such as Texas Association of School Administrators, as may be selected by Superintendent and approved by the Board.

5.3.5 *Civic Activities, etc.* The Superintendent is encouraged to participate in community and civic affairs including Lions Club, chamber of commerce, or other civic clubs or activities as approved by the Board. Superintendent's membership in such civic organizations will promote the District and serve a legitimate public purpose. The reasonable cost incurred by the Superintendent for participation in such Board approved activities shall be paid or reimbursed by the District.

5.3.6 *Health and Medical Insurance.* The District shall pay the same premiums for hospitalization, major medical and dental insurance coverage, if applicable, for

5.3.9 Payment for Accrued Local Leave. The District shall pay the Superintendent a maximum of 20 accrued unused local leave days upon the Superintendent's resignation, provided the Superintendent provides at least 60 days' written notice of resignation. The payment will be calculated using the Superintendent's daily rate of pay at the time of retirement, computed by dividing the Superintendent's annual salary by 226 days.

6. **Superintendent Evaluation.** The Board shall evaluate, in writing, the Superintendent's performance at least once every fifteen (15) months, or as required by law, whichever is sooner. The evaluation format and procedure shall comply with the law and Board Policy.
7. **Criticisms, Complaints and Suggestions.** The Board, individually and collectively, shall direct all individuals with criticisms, complaints and suggestions called to the Board's attention to follow the appropriate chain of command and the complaint procedures set out in Board Policy, as applicable.
8. **Outside Employment.** To the extent permitted by law and Board Policy, the Superintendent may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District. For any such outside employment, the Superintendent agrees to comply with applicable ethics rules, laws, and Board Policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.
9. **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, and the Board has delegated to the Board President the authority to place the Superintendent on paid administrative leave for up to five business days anytime the Board President determines that there is credible evidence the Superintendent may have engaged in conduct that could constitute good cause to terminate his Contract and suspending the Superintendent is in the District's best interest. Any forced paid leave longer than 5 business days shall be authorized by the Board.
10. **Separation of Employment.**
 - 10.1 **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract will be pursuant to Board Policy and Texas Education Code Chapter 21.
 - 10.2 **Resignation.** The Superintendent may leave the employ of the District at the end of a school year without penalty by filing a written resignation with the Board of Trustees. 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 school year.
 - 10.3 **Mutual Agreement.** This Contract may be terminated at any time other than the

12.5 **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.

12.6 **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.

13. **Notices.**

13.1 **To Superintendent.** The Superintendent agrees to keep a current address and phone number 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, electronic mail to the Superintendent's school-provided email account, by certified mail or regular mail, or express delivery service to the Superintendent's address of record.

13.2 **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, or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

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

Superintendent Misty Heskell
Misty Heskell

Date signed 6-14-22

Channing Independent School District

By Benny Moore
Benny Moore, President, Board of Trustees

Date signed 6-14-2022