

**SUPERINTENDENT’S EMPLOYMENT CONTRACT**

STATE OF TEXAS                                   §  
  §        KNOWN BY ALL MEN BY THESE PRESENTS  
COUNTY OF JEFFERSON                   §

THIS SUPERINTENDENT’S EMPLOYMENT CONTRACT (“Contract”) is made and entered into this, the 21st day of January 2020, by and between the Board of Managers and Trustees (the “Board”) of the Beaumont Independent School District (the “District”) and Dr. Shannon Allen (“Superintendent”).

**WITNESSETH:**

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 of the Texas Education Code, agree as follows:

**1. 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 for the District for a period of four (4) years, beginning July 1, 2020 and ending June 30, 2024, unless sooner terminated or nonrenewed under the provisions of this Contract, state law and/or Board policy. 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.

**1.2 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 perform the duties of Superintendent for the District as prescribed in state law, the job description, Board policy, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and regulations, and District policy and regulations as they exist or may hereafter be amended.

**2.2 Professional Certification and Records.** This Contract is conditioned on the Superintendent's satisfactorily providing the necessary valid certification and experience records, medical records, and other records required by law, District policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render the Contract void. Failure to maintain necessary certification shall render this Contract *void ab initio*. Any material misrepresentation in obtaining or providing such records is independent grounds for dismissal.

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

**2.4 Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, the Superintendent's salary or benefits, 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 may designate a member of the Administrative Senior Staff to attend such meetings.

**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 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 District Board policies.

### **3. Compensation**

**3.1 Salary.** The District shall pay the Superintendent a gross annual base salary in the sum of Two Hundred Twenty-Nine Thousand and No/100 Dollars (\$229,000.00) for each 12-month period of the term, to be paid in equal monthly installments consistent with the District's practices.

**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, except as expressly provided herein or as allowed by state law, shall the Superintendent's salary be reduced during the term except as mutually agreed by the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

**3.3 Out-of-District Travel Expense Reimbursement.** The District shall reimburse the Superintendent for actual out-of-District travel expenses reasonably incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract.

The Superintendent shall comply with all procedures and documentation requirements in accordance with the Board policies and District procedures.

**3.4 Insurance.** The District shall pay all premiums for District-offered health and medical benefits for the Superintendent and spouse pursuant to the group health care plan and related benefits provided by the District.

**3.5 Vacation, Holiday, Sick Leave.** The Superintendent may take, at the Superintendent's choice, twenty (20) days of vacation per contract year, which may be taken 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. The Superintendent will be compensated at her daily rate for any days of vacation not used at the conclusion of the contract year, not to exceed ten (10) days. 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, not to exceed ten (10) days, at the Superintendent's daily rate of pay of her base salary amount as of the payment date. The Superintendent shall observe the same legal holidays, and is hereby granted the same non-duty days as authorized by Board policies for administrative employees on twelve-month contracts.

**3.6 Automobile Allowance.** The District shall provide the Superintendent with an automobile allowance payable in the amount of \$1,200.00 per month, to be paid consistent with the District's practices.

**3.7 Teacher Retirement System.** As supplemental salary, for performance of the Superintendent's duties, the District shall pay the Superintendent an amount equal to the

Superintendent's portion of the monthly retirement contribution to the Texas Teacher Retirement System in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent. This additional salary supplement for services rendered shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

**3.8 Professional Liability and Indemnification.** The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the course and scope of her employment; excluding, however, any such demand, claim, suits, actions or legal proceeding where it is determined that the 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, with conscious indifference or reckless disregard; 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 the Superintendent. It is expressly understood that a legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Paragraph 3.8 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

**3.9 Professional Growth.** The District shall pay the Superintendent's membership dues for up to three professional associations. The District shall bear reasonable cost and expense

for registration, travel, meals, lodging and other related expenses for attendance at conferences and/or meetings necessary to maintain and improve the Superintendent's professional skills, subject to Board approval.

**3.10 Civic Activities.** The District shall pay the Superintendent's membership dues to up for two civic organizations, including, by way of example, rotary, chamber of commerce, and local governmental committees.

**3.11 Supplemental Retirement Plan.** The District shall contribute nine percent (9%) of the Superintendent's base salary per month to a Supplemental Retirement Plan ("Plan"), to be paid in equal monthly installments consistent with the District's practices. The Plan shall be a defined contribution plan established under Section 401(a) of the Internal Revenue Code (the "Code"). The 401(a) plan shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 401(a) plan shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The Plan shall provide that the contributions made to the Plan and all earnings thereon shall be fully vested to the Superintendent at all times. The funds for the 401(a) plan shall be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent is authorized by the Board to direct District staff to set up a 401(a) plan to fulfill the terms of this Contract if the District does not already have one in place.

#### **4. Annual Performance Goals**

**4.1 Development of Goals.** The Superintendent shall submit to the Board each year

prior to August 1, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing 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 Goals Approved by the Board.** The goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible.

## **5. Review of Performance**

**5.1 Times 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 evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and the accomplishment of the District and State Board of Education performance goals, and based on the District's progress toward accomplishing District goals.

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

**5.3 Confidentiality.** Unless the Superintendent expressly requests 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.

**6. Renewal or Nonrenewal of Employment Contract**

**6.1 Renewal/Nonrenewal.** Renewal or nonrenewal shall be in accordance with Section 21.212 of the Texas Education Code.

**7. 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 Resignation.** 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 45<sup>th</sup> 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.

**7.3 Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

(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; or,
- (q) Any other reason constituting “good cause” under Texas law.

In the event that the Board terminates 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.

**7.4 Termination for Convenience and Termination without Good Cause.** If the Board terminates the Superintendent for convenience, or if the Commissioner reverses the action of the Board to terminate this Contract, in lieu of the right to continued employment or any relief of reinstatement, the parties agree that the District shall pay the Superintendent a lump sum payment to fully compensate the Superintendent for the entire value of all salary, medical and health benefits, automobile allowance, supplemental payments to the Teacher Retirement System of Texas, and contributions to the Supplemental Retirement Plan due under the remaining term of this Contract. In addition, the District shall reimburse the Superintendent for all reasonable costs and attorneys’ fees incurred by the Superintendent to enforce this Contract.

**7.5 Retirement or Death.** This contract shall be terminated upon the retirement or death of the Superintendent.

## **8. Miscellaneous**

**8.1 Residency.** At all times during this Contract, the Superintendent must reside in the District, meaning to have a domicile, one’s home and fixed place of habitation to which one intends to return after any temporary absence. Failure to satisfy the residency requirement is good cause for termination of this Contract.

**8.2 Medical Examination.** The Superintendent shall have a comprehensive medical examination annually. A statement certifying to the physical competency of the Superintendent

shall be filed with the Secretary of the Board of Trustees and treated as confidential by the Board. The District shall pay all costs of the annual physical examination.

**8.3 Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Jefferson County, Texas, unless otherwise provided by law.

**8.4 Conflicts.** Any future amendments in the law applicable to this Contract are hereby incorporated herein for all purposes. Provided, in the event of any conflict between the terms, conditions and provisions of this Employment 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.

**8.5 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.

**8.6 Merger Clause.** 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.

**8.7 Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the Superintendent and Board, except as expressly provided herein.

IN WITNESS WHEREOF, the District has caused this Employment Contract to be executed on its behalf by a duly authorized officer of the Board, and the Superintendent has approved this Employment Contract.

AGREED:



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Dr. Shannon Allen, SUPERINTENDENT

AGREED:

BEAUMONT INDEPENDENT SCHOOL DISTRICT



\_\_\_\_\_  
Thomas Sigee, PRESIDENT, BOARD OF TRUSTEES/MANAGERS

ATTEST:



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Nathan Cross, SECRETARY, BOARD OF TRUSTEES/MANAGERS