
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of Terrell Independent School District (the “District”) and Georgeanne Warnock (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 January 20, 2022, and ending December 31, 2026. 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. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. 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 her 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. **Duties.** The Superintendent shall be the educational leader and Chief Executive Officer of the District. The Superintendent agrees to perform his or her duties as follows:
 - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- 4.2 Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote her full time and energy to the performance of her duties. The Superintendent shall perform her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.3 Board Meetings:** The Superintendent shall attend all open meetings of the Board. The Superintendent shall also attend all closed meetings of the Board, with the exception of those closed meetings devoted to 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 requests to meet without the Superintendent. In the event of illness or Board approved absence, a designee of the Superintendent approved by the Board shall attend such meetings.
- 4.4 Reassignment:** The Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 4.5 Consultation Activities:** The Superintendent shall be permitted to undertake writing, teaching and speaking engagements, and may serve as a consultant as permitted by law. These activities shall not interfere with the performance of the Superintendent's duties, and she shall use accrued vacation days or personal leave days. These activities must be consistent with state and federal law, including, but not limited to Texas Education Code, Section 11.201(e), and follow applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. These activities shall require the prior approval of the Board. The Superintendent shall notify the Board President prior to leaving the District for consulting purposes, with the dates she will be out of the District. The Superintendent agrees to provide information regarding income from such activities as necessary for financial reporting requirements. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District.

5. Compensation. The District shall pay the Superintendent an annual salary as follows:

- 5.1 Salary:** The District shall pay the Superintendent an annual salary of Two Hundred Fifty-five Thousand Seven Hundred Seventy-three dollars (\$255,750.33). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- (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.

- 5.2 Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. 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.
- 5.3 Communications Allowance:** The District shall provide the Superintendent with a communications allowance (to cover all expenses, if any, for mobile telephone, PDA and home internet access expenses) in the sum of One Hundred Fifty (\$150.00) per month. The Superintendent shall maintain a personal account for mobile telephone service, PDA, and home internet access ("Personal Accounts") and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of the Personal Accounts and the District shall have no obligation or responsibility related to such Personal Accounts other than the monthly payment to the Superintendent of the communications allowance stated herein. The Superintendent understands that communications information related to Personal Accounts concerning District business may be subject to disclosure in accordance with law.
- 5.4 Civic Activities:** The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the District.
- 5.5 Professional Organizations:** 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 active attendance and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. 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 appropriate, to attend such meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and two other professional organizations selected by the Superintendent.
- 5.6 Travel Allowance:** The District shall provide the Superintendent a travel allowance in the amount of Six Hundred Dollars (\$600.00) per month, in consideration for the use, fuel, maintenance, and normal wear and tear on the Superintendent's personal vehicle for job-related travel, including attendance at District-related curricular and extra-curricular events. This payment is in lieu of other District reimbursements or stipends for mileage expense, gasoline, insurance or other charges associated with travel on District business within the boundaries of the Region 10 service area.
- 5.7 Residence in District.** As a condition of employment with the Terrell Independent School District, the Superintendent shall reside within the geographic boundaries of the

District by no later than December 31, 2020, and at all times thereafter while employed by the District.

6. **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 and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code Chapter 21.
8. **Liability Insurance.** The District's Professional Liability insurance policy provides coverage for the Superintendent as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires, but which relate to events occurring during the Superintendent's employment with the District. The Superintendent agrees to provide reasonable assistance to and cooperate with the District, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the District.
9. **General Provisions.**
 - 9.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
 - 9.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
 - 9.3 **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.
 - 9.4 **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 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.
 - 9.5 **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.
 - 9.6 **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.

10. Notices.

10.1 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 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.

10.2 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 addresses of record, as provided to the District.

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

Superintendent: _____
Dr. Georgeanne Warnock, Superintendent

Date signed: _____

Terrell ISD: _____
Dena Risinger, President Board of Trustees

Date signed: _____