

**EMPLOYMENT CONTRACT OF
PATRICIA HANKS**

STATE OF TEXAS §

§

COUNTY OF GALVESTON §

THIS CONTRACT is made and entered into this 19th day of July, 2007 by and between the Board of Trustees (the "Board") of the Friendswood Independent School District (the "District") and Ms. Patricia Hanks ("Superintendent"), effective July 1, 2007.

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, agree as follows:

I. Term

1.1 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 years, commencing on July 1, 2007, and ending on June 30, 2010. The District may, by action of the Board and with the written consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

1.2 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.

II. Employment

2.1 **Duties.** The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed 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 amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all

professional employees of the District, subject to the Board's approval. Further, it shall be the duty of the Superintendent to employ all other personnel consistent with Board policy. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policy and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient operation of the

District consistent with the Board's lawful directives, Board policy, and state and federal law. Finally, the Superintendent shall accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise.

2.2 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas issued by the Texas Education Agency, and all other certificates required by law.

2.3 Reassignment and Suspension. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent. However, the Superintendent can be suspended with pay by the Board, with or without the Superintendent's consent.

2.4 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 the consideration of any action or lack of action on the Superintendent's Contract or the Superintendent's salary and benefits as set forth in this Contract, the Superintendent's evaluation, 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-President approved absence, the Superintendent's designee shall attend such meetings.

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2.5 Criticisms, Complaints, and Suggestions. The Board, individually, and collectively, shall refer all substantive criticisms, complaints, and suggestions about administrative matters called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such investigations.

2.6 Legal Defense. The District shall provide a legal defense to the Superintendent in connection with any and all demands, claims, suits, actions, or any legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity, providing the incidents which are the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of Superintendent's employment with the District or did not involve intentional or criminal misconduct by the Superintendent. The District's obligation to provide a legal defense to the Superintendent under this paragraph survives the termination of this Contract.

III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of One Hundred Fifty Five Thousand, Six Hundred and no/100 Dollars (\$155,600), plus in-district experience and graduate hour compensation per district schedule and policy. This annual salary rate shall be paid to the Superintendent in equal installments consistent with Board policy.

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 annual salary set forth pursuant to Section 3.1 of this Contract except by mutual written agreement of the two parties. Such adjustments shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract or amendment to this Contract incorporating the adjusted salary.

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3.3 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice and subject to the Board's approval, the same number of days of vacation authorized by Board policy 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 as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall also observe the same legal holidays as provided by Board policy for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policy for administrative employees on twelve-month contracts.

3.4 **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 active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in 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 paid release time for

the Superintendent to attend such seminars, courses, or meetings. Board approval is required in the event of any travel undertaken at District expense outside the State of Texas for business or professional development purposes. The District agrees to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall also pay the

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Superintendent's membership dues to the Texas Association of School Administrators ("TASA"), as well as other memberships necessary to maintain and improve the Superintendent's professional skills.

3.5 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities shall be borne by the District, subject to Board approval.

3.6 Outside Consultant Activities. The Superintendent may serve as a consultant and receive a reimbursement of expenses and/or be paid a fee or honorarium for such consulting and teaching services at no expense to the District. Consultation and teaching provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law and at times which do not interfere with his duties as Superintendent.

3.7 Business Expenses. Subject to Board approval, the District shall pay or reimburse the Superintendent for reasonable, business-related expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual incidental expenses incurred by the Superintendent for out-of-District travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other reasonable expenses incurred in the performance of the District's business. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy.

IV. Annual Performance Goals

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

V. Review of Performance

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. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

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5.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall 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.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Section 5.1 of this Contract, Board policy, 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.

VI. Renewal or Nonrenewal of Employment Contract

6.1 Renewal/Nonrenewal. This Contract shall 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.

VII. Termination of Employment Contract

7.1 Mutual Agreement. This Contract shall 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 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of 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;

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(c) Insubordination or failure to comply with written Board directives;

(d) Failure to comply with Board policy 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 any other substances regulated by the Texas Controlled Substances Act;

- (h) Conviction of a felony or any 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) Criminal assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; and/or
- (q) Any other reason constituting "good cause" under Texas law.

7.4 **Termination Procedure.** In the event the Board terminates this Contract for "good cause", the Superintendent shall be afforded all rights set forth in Board policy, and state and federal law.

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VIII. Miscellaneous

8.1 **Controlling Law and Venue.** This Contract shall be governed by the laws of the State of Texas, and shall be performable in Galveston County, Texas, unless otherwise provided by law. Venue for any legal proceeding relating to this Contract and/or the Superintendent's employment at the District shall lie in Galveston County, Texas.

8.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties, and cannot be varied or changed except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 **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. All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Superintendent are superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended in writing pursuant to the terms of this Contract.

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

Date: July 19, 2007

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ATTEST:

By: _____
Secretary, Board of Trustees

Date: July 19, 2007

By: _____
Ms. Patricia Hanks,
Superintendent of Schools

July 19, 2007

