

**BROOKELAND INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT’S EMPLOYMENT CONTRACT**

STATE OF TEXAS §
 §
COUNTY OF JASPER §

This Superintendent’s Employment Contract (“Contract”) is made and entered into effective the 1st day of July 2022, by and between the Board of Trustees (the “Board”) of Brookeland Independent School District (the “District”) and Kevin McCugh (“Superintendent”).

The Board and the Superintendent, for and in consideration of the terms hereinafter stated in this contract hereby agree as follows:

I. 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 of Schools for the District, on a twelve-month basis for a term commencing on **July 1, 2023**, and ending on **June 30, 2025**.

II. Certification

2.1 **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 and issued by the State Board for Educator Certification of the Texas Education Agency and all other certificates required by law. If the Superintendent’s certificate expires, is canceled, or is revoked, this Contract is void.

III. Representations

3.1 The Superintendent makes the following representations:

- (a) **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.
- (b) **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.

- (c) **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.

IV. Duties

4.1 **Educational Chief and Chief Operating Officer.** As educational chief and chief operating officer of the District, the Superintendent agrees to perform his duties as follows:

4.2 **Authority.** The Superintendent shall perform the duties and have the powers prescribed by the law and the Board. The Board may assign additional duties to the Superintendent and change the Superintendent's responsibilities or work at any time during this Contract term, but such duties shall be consistent with the professional role of Superintendent.

4.3 **Standard.** Except as otherwise permitted by Board action or stated in this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent further agrees to perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, Board policy, and regulations as they exist or may hereafter be amended.

V. Compensation

5.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of **One Hundred Twelve Thousand Five Hundred Eighty One Dollars and .07 (\$112,581.07) for 2023-2024 and 2024-2025.** This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

5.2 **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 based upon the performance of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two Parties. After the each calendar year of service to the District under this Contract, the Superintendent shall receive at least the same percentage increase in his annual salary each year during the term of this Contract equal to the increase received by other administrators in the District.

5.3 **Vacation, Holiday, and Personal Leave.** The Superintendent shall accumulate paid vacation and personal leave days at the same rate as other administrators in the District who serve on 12-month contracts. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent may transfer up to a maximum of 10 days of vacation from one school year to the

next, pending Board approval on an annual basis.

5.4 **Insurance.** The District shall pay in full all costs providing the Superintendent with health insurance benefits available to other employees of the District pursuant to the District's employee benefit plan established by the Board.

5.5 **Auto Allowance.** The District shall provide the Superintendent with a car allowance in the sum of Three Hundred and Fifty Dollars (\$350.00) per month.

5.6 **Telephone Allowance.** The District shall provide the Superintendent with a telephone allowance in the sum of Six Hundred Dollars (\$600.00) annually.

5.7 **Additional Benefits.** In addition to the benefits provided in this Section V of this Contract, the District shall provide the Superintendent any other benefits that are provided to 12-month employees of the District.

VI. Annual Performance Goals

6.1 **Development of Goals.** With input from the Superintendent, the Board shall establish and adopt a 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.

VII. Review of Performance

7.1 **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.

7.2 **Suspension.** In accordance with Texas Education Code Chapter 12 and District policy, the Board may suspend the Superintendent.

VIII. Termination or Nonrenewal of Employment Contract

8.1 **Nonrenewal or Termination.** Nonrenewal or termination of this Contract, or resignation under this Contract, shall be in accordance with Board policy, Texas Education Code Chapter 12, Subchapter E, and applicable law.

8.2 **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.

8.3 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent. In the event of the death of the Superintendent during the term of

this Contract, the District shall pay to the Superintendent's estate all accrued salary and benefits through the date of the Superintendent's death.

Article IX. Miscellaneous

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

9.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except by written agreement of the Board and Superintendent.

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. 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.

9.4 **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, or express delivery service to the Superintendent's address of record.

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.

BROOKELAND INDEPENDENT SCHOOL DISTRICT

By: Brett Holloway
Brett Holloway, President, Board of Trustees
Brookeland Independent School District

By: Tom Spring
Tom Spring, Secretary, Board of Trustees
Brookeland Independent School District

Executed this 16th day of February, 2023.

SUPERINTENDENT

By: Kevin McCugh
Kevin McCugh
Brookeland Independent School District

Executed this 16th day of February, 2023.