

Date given Superintendent: 7-17-08

Date returned by Superintendent: 7-17-08

STATE OF TEXAS

COUNTY OF ANGELINA

SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the ZAVALLA INDEPENDENT SCHOOL DISTRICT ("ZISD") and Mr. DAVID FLOWERS ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for ZISD.

I. Term

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of approximately 3 years, commencing on July 17, 2008, and ending on June 30, 2011. This contract is not for a specific number of days within a year, and there are no "non-duty" days under this contract.
- 1.2 ZISD may by action of the Board, and with the consent of the Superintendent, extend the term of this term contract.
- 1.3 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this term 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 educational leader and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the ZISD, as prescribed in the job description and as may be assigned by action of 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. The Superintendent shall perform the duties of the Superintendent of Schools for the ZISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his/her time, skill, labor, and attention to his/her employment and the performance of these duties during the term of this term contract.
 - 2.1.a Specifically, it shall be the duty of the Superintendent to:
 - (1) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the ZISD and for the annual performance appraisal of the ZISD's staff.
 - (2) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent.
 - (3) Overseeing compliance with the standards for school facilities established by the Commissioner.

- (4) Initiate the termination or suspension of an employee's employment or the nonrenewal of an employee's term contract.
 - (5) Manage the day-to-day operations of ZISD as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of district operations.
 - (6) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the ZISD for the following fiscal year.
 - (7) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies.
 - (8) Develop appropriate administrative regulations to implement adopted policies.
 - (9) Provide leadership for the attainment of student performance based on the academic excellence indicators adopted by the State Board of Education and other indicators adopted by the Board of Trustees of ZISD.
 - (10) Organize the district's central administration.
 - (11) Consulting with the district-level committee as required.
 - (12) Ensuring adoption of a student code of conduct and enforcement of other disciplinary and procedures.
 - (13) Providing joint leadership with the board of trustees to ensure that the responsibilities of the board and superintendent team are carried out; and
 - (14) Performing any other duties as assigned by action of the board of trustees.
- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by ZISD hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that s/he has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his/her employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.
- 2.3 *Reassignment.* The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing or is afforded notice and an opportunity for a hearing.
- 2.4 *Board Meetings.* The Superintendent shall attend all meetings of the Board, both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation and from those closed meetings devoted to interpersonal relationships between individual Board members.
- 2.5 *Criticisms, Complaints.* Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by employees or members of the public. The Superintendent shall look into the matter and direct a complainant to the

