

**DEWEYVILLE INDEPENDENT SCHOOL DISTRICT
MULTI-YEAR CONTRACT**

State of Texas
County of Newton

Date given Employee 01/22/23
Date returned by Employee 01/22/23

Certified Superintendent

DEWEYVILLE INDEPENDENT SCHOOL DISTRICT (the "District") hereby employs **LaJuan Addison** (the "Superintendent"), and the Superintendent accepts employment on the following terms and conditions:

1. **Term.** The District agrees to employ the Superintendent on a 12 Month basis for four school years; two-hundred twenty six (226) days per school year, beginning **January 31, 2024** and ending **January 31, 2029** according to the hours and dates set by the District as they exist or may hereafter be amended
2. **Credentials.** This Contract is conditioned upon the Superintendent's satisfactorily providing, before the first duty day, the certification, service records, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification ("SBEC"), or the District.
 - 2.1 **Certification.** The Superintendent agrees to maintain the required certification throughout the term of this Contract. If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations and agreements:
 - 3.1 **Criminal History Review.** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC.
 - 3.2 **Beginning of Contract.** The Superintendent represents that he/she has disclosed to the District, in writing, any conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(b). The Superintendent understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
 - 3.3 **During Contract.** The Superintendent also agrees that, during the term of this Contract, the Employee will notify the Board President, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(b). Superintendent agrees to provide such notification within seven calendar days or any shorter period specified in District policy.
 - 3.4 **False Statements and Misrepresentations.** The Superintendent represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

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4. **Duties.** The Superintendent agrees to perform his or her duties as follows:
 - 4.1 **General Standard.** The Superintendent shall perform the duties of the position assigned, as prescribed by state law and the District, with reasonable care, skill, and diligence.
 - 4.2 **Assignment/Reassignment.** The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
 - 4.3 **Supplemental Duty.** This Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty.
 - 4.4 **Rules.** The Superintendent shall comply with all Board and District directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended.
 - 4.5 **Goals.** On or before **December 31st** of every year during the term of this Contract, the Superintendent and the Board shall develop the goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.
 - 4.6 **Review of Performance.** The Board shall evaluate and assess in writing the performance of the Superintendent as outlined in the Superintendent's job description and to the adopted annual goals outlined in Subsection 4.5. All meetings, conferences, and discussions concerning the Superintendent's performance shall be held in closed or executive session and shall be considered confidential to the extent permitted by law.
5. **Compensation.** The District agrees to pay the Employee compensation as follows:
 - 5.1 **Salary.** The District shall pay the Employee a salary of One Hundred and twenty five thousand dollars (**\$125,000.00**) per year to perform the duties of superintendent. The Superintendent's salary includes consideration for all assigned duties, responsibilities, and tasks as part of the job of district superintendent.
 - 5.2. **Annualized Salary.** If the Employee will work on a less-than-12-month basis, the Superintendents salary will be paid on an annualized basis. The District will make deductions from each paycheck for income tax withholding and benefits.
 - 5.3 **Incentive and Performance Pay.** If the Superintendent qualifies, the Superintendent will receive incentive pay including **longevity pay** under the District's compensation plan, federal law, or state law, including Education Code Chapter 21, subchapters N and O. An incentive payment is not an entitlement as part of the Superintendent's salary.
 - 5.4 **Overpayments.** The Employee agrees that the District may deduct any wage overpayments under this contract from one or more of the Superintendents paychecks.
 - 5.5 **Benefits.** The District shall provide benefits to the Superintendent as provided by state law and Board policy. The District 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.

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5.6 **TRS.** For performance of Superintendent duties, the District hereby supplements the Superintendent's annual salary in an amount equal to (100%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System (TRS) beginning on the first day of the term of this Contract and continuing for each payroll during the term of the Contract, including any extension thereof. The supplement shall include both the retirement and TRS-Care part of the TRS member contribution, as applicable. 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 to the extent permitted by TRS and law.

5.7 **Health Insurance and Coverage.** During the Superintendent's employment with the District, the District shall compensate the premiums for hospitalization/major medical insurance in the full amount.

6. Other Provisions.

6.1 **Equipment and Reports.** The District shall provide computer equipment sufficient to the requirements of the position. Upon separation from the District, the Superintendent shall return, in working order, any electronic equipment or reimburse the district for the value of the equipment.

6.2 **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 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, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual board members or when the absence, the Superintendent's designee shall attend such meetings.

6.4 **Addenda.** This Contract does not include Addenda.

7. **Suspension.** In accordance with the Texas Education Code, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board.

8. Termination and Nonrenewal of Contract.

8.1 **Termination.** This Contract will terminate upon a determination by the Board of good cause, financial exigency, or a program change, in accordance with applicable law and Board policy, or upon the Superintendent's resignation at the end of a school year without penalty, pursuant to the Texas Education Code.

8.2 **Nonrenewal.** The District may non-renew this Contract in accordance with Texas Education Code Chapter 21, as applicable, and Board policy.

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.

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9.3 **Entire Agreement.** All existing agreements, both verbal and written, between the parties regarding the employment of the Superintendent are superseded by this Contract. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

9.4 **Applicable Law.** Texas law shall govern construction of this Contract.

10. **Notice to Employee.** The Superintendent agrees to keep a current address on file with the District's human resources office. The Superintendent agrees that the District may meet any legal obligation it has to give the Superintendent written notice regarding the Superintendent's employment by hand-delivering the notice to the Superintendent or by sending the notice by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

11. **Expiration of Offer.** This offer of employment contract shall expire unless the Superintendent signs and returns this Contract, without changes, to the Administration office within 30 days. If the Superintendent fails to sign and return this contract by this date, without changes, the Superintendent shall be deemed to have rejected this offer and to have resigned from employment with the District, if any, at the end of the existing contract term.

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

Employee: LaQuan Addison

Date signed: 1/22/24

Deweyville Independent School District

By: _____

Deweyville Independent School District

Robert Smith, President, Board of Trustees,

Date signed: Robert L. Smith

1/22/2024