

# **HALLSVILLE ISD SUPERINTENDENT CONTRACT**

## **THE STATE OF TEXAS-COUNTY OF HARRISON**

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the “Board”) of the **Hallsville Independent School District** (the “District”) and **John Martin** (the “Superintendent”).

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 21 and Section 11.201(b) of the Texas Education code, have agreed, and do hereby agree, as follows:

### **1. TERM**

1. Employment. 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, effective July 1, 2025 and ending on June 30, 2028. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this agreement as permitted by state law.
1. No Right of Tenure. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

### **2. EMPLOYMENT**

1. Duties. The Superintendent 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 adopted or amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor and attention to performing his duties.
2. Professional Certification and Records. This Agreement is conditioned on the Superintendent’s providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any material and intentional misrepresentation may be grounds for dismissal.

3. Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's expressed written consent.
4. Consultant Activities. The Superintendent agrees to devote his time, skill, labor and attention to performing his duties, but may, at his discretion, undertake consulting work, speaking engagements, lecturing, training and other professional duties.
5. Professional Growth. The Board encourages the Superintendent to attend, actively participate in, and/or join professional and civic organizations at the local, state and national levels. The District shall pay reasonable expenses for such attendance. The District shall pay reasonable professional/civic organization membership dues and fees in association with the superintendent's professional growth and civic responsibilities.
6. Board/Superintendent Relations. The members of the Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall investigate and respond to the Board concerning all such matters referred to him in a reasonable and timely manner. The Superintendent shall have the right to attend all Board meetings, public and closed, except for closed meetings devoted to consideration of any action or inaction on the Superintendent's contract, salary, benefits, evaluation, interpersonal relationships between or among individual Board members or for any other reason as agreed upon between the parties.

### **3. COMPENSATION**

- A. Salary. The District shall provide the Superintendent with an annual salary in the sum of two hundred twenty-five thousand dollars (**\$225,000**). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.
- B. Salary Adjustments. At any time during the term of this Agreement, 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 salary set forth in Section 3.A of this Agreement.
- C. Expenses. The District shall pay reasonable professional/civic organization membership dues and fees in association with the superintendent's responsibilities. In addition, the District shall reimburse the Superintendent for reasonable out-of-district expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. Such costs may include, but are not limited to, gasoline, hotels and accommodations,

meals, rental car, airfare, and other expenses incurred in the performance of the business of the District. The District will allow the use of a District vehicle for in-district travel and out-of-district school business use and related travel; “de minimis” non-business related travel is allowed; however, the Superintendent will reimburse the District at the IRS mileage rate for more than “de minimis” use of vehicle for travel used in non-contractual or personal use of the vehicle; The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies and state law.

- D. Vacation, Holidays, Sick Leave. The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff on 12-month contracts and shall be allowed the same number of days for vacation, sick leave, and/or personal leave as provided by Board policy for the professional staff on 12-month contracts.
- E. Communications Allowance. The Superintendent is authorized to use District equipment such as computer and telephone for a reasonable amount of personal use. In addition, the district will pay the superintendent one hundred seventy-five dollars (\$175) per month as a communication and technology allowance.
- F. Additional Benefit as Spousal Ambassador of District. Effective contract years July 1, 2025 through June 30, 2028, as a further benefit to the Superintendent, and as his spouse acts as an ambassador for the District, the Superintendent’s spouse may take up to ten (10) additional paid days annually to accompany and support the Superintendent when he is traveling on behalf of the District.

#### **4. REVIEW OF PERFORMANCE**

- A. 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.
- B. Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board’s policies and state and federal law.

#### **5. RENEWAL OF PERFORMANCE**

- A. Renewal/Non-renewal. Renewal or non-renewal shall be in accordance with Board policy and applicable law.

#### **6. TERMINATION OF EMPLOYMENT**

- A. Mutual Agreement. This Agreement 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. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Agreement without the written consent of the Board.
- B. Death/Retirement. This Agreement shall be terminated upon the death of the Superintendent.
- C. Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause.
- D. Termination Procedure. If the board terminates this Agreement for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

## **7. PROFESSIONAL LIABILITY**

- A. The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable, or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. This District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.
- B. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.

- C. The Superintendent shall fully cooperate with the District in the defense of all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

**8. MISCELLANEOUS**

- A. Controlling Law. This Contract shall be governed by the laws of the State of Texas.
- B. Amendment. This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.
- C. 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.

**EXECUTED by action of the Board at the board meeting held on February 18th, 2025.**

**HALLSVILLE INDEPENDENT SCHOOL DISTRICT**

**By:** \_\_\_\_\_

Jay Nelson  
President, Board of Trustees

**By:** \_\_\_\_\_

Troy Crafton  
Secretary, Board of Trustees

**SUPERINTENDENT**

\_\_\_\_\_  
John Martin, Superintendent of Schools

Date: \_\_\_\_\_