

STATE OF TEXAS                   §  
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COUNTY OF NOLAN               §

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## SUPERINTENDENT’S CONTRACT

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This Superintendent’s Contract (the “**Contract**”) is made and entered into by and between the Board of Trustees (the “**Board**”) of the Highland Independent School District (the “**District**”) and Steven Pyburn (the “**Superintendent**”).

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated herein, hereby agree as follows:

1.     **Term.** The Board agrees to employ the Superintendent on a twelve-month basis (226 days) for three (3) years, beginning July 1, 2023 and ending June 31, 2026. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.
  
2.     **Certification.** The Superintendent shall, at all times during the term of this Contract, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification (“SBEC”) or the Texas Education Agency (“TEA”), and any other certificates required of a superintendent by state law or Board policy. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
  
3.     **Representations.** The Superintendent makes the following representations:
  - 3.1    **Beginning of Contract.** At the beginning of this Agreement, and at any time during this Agreement, 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. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
  
  - 3.2    **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, information, conviction, no contest or guilty plea, or other adjudication of the Superintendent, whether felony or misdemeanor. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
  
  - 3.3    **False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with his or her 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.
  
4.     **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:

- 4.1 **Authority.** The Superintendent shall perform such duties and have such powers as may be proscribed by the law and lawfully assigned by the Board. The Board shall have the right to assign additional duties to the Superintendent, and to make changes in responsibilities or work at any time during the Contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
- 4.2 **Standard.** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his or her duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.3 **Personnel.** Subject to any changes by the Board and pursuant to Texas Education Code § 11.1513, it shall be the duty of the Superintendent to make recommendations to the board regarding the selection, termination and non-renewal of all personnel other than the Superintendent. It shall be the duty of the Superintendent to direct, assign, reassign, and evaluate all of the other employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the other staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law.
5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 5.1 **Salary.** One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) per year. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.
- (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
- (b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.
- (c) **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 salary set forth in section 5.1 of this Contract except by mutual agreement of the Board and Superintendent. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the Board and Superintendent agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

5.2 **Other Benefits.** The District shall provide the following benefits to the Superintendent, including any others required by state law, federal law, and Board policies. The Board 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. These benefits include:

- (a) **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, the greater of fifteen (15) days of vacation annually or the same number of vacation days authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be taken 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 observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.
- (b) **Insurance.** The District shall pay at least the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.
- (c) **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 membership in professional organizations, such as the Texas Association of School Administrators (TASA) and the Texas Association of School Business Officials (TASBO), and his reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board. Reasonable expenses of such professional organization membership and professional growth activities shall be borne by the District.
- (d) **Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel. Such actual or incidental costs may include, but are not limited to, gasoline or mileage reimbursement (but not both), hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
- (e) **Housing.** The District shall provide the Superintendent a house and pay all expenses related to the occupancy of the house including upkeep, insurance and utilities. The Superintendent will be required to permanently reside in the school housing provided by the District. Housing will be provided free of charge, and utilities will be provided free of charge due to the fact that the Superintendent is required to be on call to supervise the school campus as needed on a 24-hour basis. However, the District and Superintendent hereby agree that when the Superintendent moves out of the District-provided house (whether upon expiration or termination of this contract, or upon the Superintendent's voluntary decision

to move to a separate house), the District shall withhold \$1,000.00 from the Superintendent's final paycheck as a security deposit for any damage to the house (the "Security Deposit"). Within 3 days of the Superintendent moving out of the District-provided house, the District shall inspect the house and release any portion of the Security Deposit not needed for repairs.

- (f) **Phone / Technology Allowance.** The Board recognizes that the Superintendent's personal phone and technology resources will be used for District-related purposes. Therefore, the District shall provide the Superintendent with a mobile telephone or technology allowance in the sum of seventy and no/100 dollars (\$70.00) per month.
  - (g) **Use of District Vehicle.** The Superintendent may use a District vehicle for travel associated with his duties and responsibilities as Superintendent, provided that such use does not interfere with the use of said vehicle to transport District students to a school activity or event. If no District vehicle is available for the Superintendent's use for travel associated with his duties and responsibilities as Superintendent, the District shall reimburse the Superintendent for his expenses, as set forth in 5.2(d) above.
  - (h) **Outside Consultant Activities.** As long as it does not conflict or interfere with the Superintendent's professional responsibilities to the District, the Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations related to his role as, qualifications for, and experience as Superintendent.
  - (i) **Initial Moving Expenses.** The Board recognizes that the Superintendent will be relocating immediately before the contract Term begins. The District shall reimburse the Superintendent for all reasonable expenses associated with his initial move from Hale Center, Texas. The District shall reimburse such expenses up to an amount of \$3,500.00.
6. **Evaluation.** The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Contract. The evaluation format and procedure shall comply with Board policy and state and federal law. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. A written evaluation shall be delivered to the Superintendent. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.
7. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board. The Board president may place the Superintendent on paid administrative leave for a period not to exceed ten (10) school business days at any time the Board President determines that doing so is in the District's best interest. Such suspension with pay by the Board President may only be extended upon action of the Board.
8. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21. The Board

may terminate the Superintendent at any time for good cause in accordance with Texas Education Code chapter 21, and Board policy. The term “good cause” shall mean:

- (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 from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board’s policies 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 other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or 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) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District’s activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District’s business;
- (p) Failure to fulfill requirements for superintendent certification;

- (q) If the Board determines that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term, it shall constitute good cause; or
  - (r) Any other reason constituting “good cause” under Texas law, whether by statute, case law, or attorney general opinion.
9. **Death or Retirement of Superintendent.** This Contract shall be terminated upon the death of the Superintendent, or upon the Superintendent’s retirement under the Teacher Retirement System of Texas.
10. **Termination by Mutual Agreement.** In addition to the grounds for termination set forth in paragraphs 8 and 9, the Superintendent and the Board may mutually agree in writing to terminate this Contract pursuant to any mutually agreed upon terms and conditions.
11. **Resignation.** The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.
12. **Tenure.** 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.
13. **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 evaluation, or 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-approved absence, the Superintendent’s designee shall attend such meetings.
14. **General Provisions.**
- (a) **Amendment.** This Contract may not be amended except by written, signed agreement between the Superintendent and the Board.
  - (b) **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. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
  - (c) **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
  - (d) **Applicable Law and Venue.** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent’s employment

with the District, including this Contract, shall lie exclusively in state court of Nolan County, Texas.

- (e) **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- (f) **Legal Representation.** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

15. **Notices.**

- (a) **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, and/or express delivery service to the Superintendent’s address of record.
- (b) **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, and/or express delivery service, to the Board President and Vice President’s addresses of record, as provided to the District.

16. **Expiration of Offer.** This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the 7th day of June, 2023.

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

SUPERINTENDENT

HIGHLAND INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Steven Pyburn

By: \_\_\_\_\_  
Jimmy Johns  
as President, Board of Trustees

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

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