

STATE OF TEXAS  
COUNTY OF HARDIN

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KNOW ALL MEN BY THESE PRESENTS:

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

It is hereby agreed by and between the Board of Trustees ("Board") of Silsbee Independent School District, a Texas independent school district having its administrative offices in Silsbee, Hardin County, Texas ("S.I.S.D.") and Dr. Gregg Weiss ("Dr. Weiss"), that S.I.S.D., in accordance with its action as reflected in the minutes of its meeting held on January 11, 2022 does hereby employ Dr. Weiss, as Superintendent of Schools, under the terms of this Superintendent's Employment Contract for the period commencing January 1, 2022, and ending June 30, 2025. Both parties agree that said employee shall perform the duties of the Superintendent of Schools in and for the public schools in said district, as prescribed by the laws of the State of Texas and by the rules, regulations, and policies of the Texas Education Agency and of Silsbee I.S.D., pursuant to the following terms and conditions:

**WITNESSETH:**

1. Salary; Payment Schedule. In consideration of the payment by S.I.S.D. to Dr. Weiss the sum of \$164,901.71 as base salary per year, retroactively effective to January 1, 2022, Dr. Weiss agrees to perform faithfully the duties of the Superintendent of Schools, and to serve in that capacity as chief administrative officer of S.I.S.D. That sum will be paid in equal monthly increments of \$13,741.80, as the salaries of other central office administrators of S.I.S.D. are paid. Partial years or months of service shall be paid on a prorated basis.

An annualized contract year will equate to 226 working days. A "Daily Rate" will be defined as "Annual Base Salary," divided by the number of "Annual Working Days."

A "Partial Year" will be prorated at a monthly rate equal to one-twelfth (1/12<sup>th</sup>) of annual

salary which equals one full month.

A "Partial Month" will be prorated at a "Daily Rate," not to exceed one-twelfth (1/12<sup>th</sup>) of annual salary.

2. Salary Adjustments. The Board of S.I.S.D. reserves the right to adjust the annual salary of Dr. Weiss during the term of this contract, although such salary adjustment shall not reduce the annual salary below the figure stated above unless, due to financial exigency, it becomes necessary to reduce the salaries of all professional administrative staff members, in which event the Superintendent's salary will also be subject to a proportionate reduction.

Any increase in salary made during the term of this contract shall be in the form of an amendment or addendum and shall become a part of this contract, but it shall not be considered that the S.I.S.D. Board and Dr. Weiss have entered into a new contract, or that the termination date of the existing contract has been extended. However, the Board may by specific action extend the termination date of the existing contract.

3. Travel Expense Reimbursement. Dr. Weiss will be reimbursed for all school-related out-of-pocket travel expenses. Use of Dr. Weiss's personal vehicle for such travel will be reimbursed at the standard Internal Revenue Service mileage rate, applicable at the time the travel expense was incurred.

4. Insurance and Benefits. Dr. Weiss will be eligible to participate in the District's health and medical insurance coverage, as well as other benefits offered to all full-time employees.

5. TRS Contribution: As supplemental salary, the District shall pay \$7,200.00 annually as a portion of Dr. Weiss monthly contribution to the Texas Teacher Retirement System (TRS) for the account of the Superintendent. The additional salary supplement shall be paid to Dr. Weiss by regular payroll installments and shall be reported as creditable compensation

to TRS, retroactively effective to January 1, 2022.

6. Annual Working Days. Dr. Weiss' annual contract period will be for 226 days.

7. Sick Leave and other Absences from Duty. Dr. Weiss's sick leave and other types of absence from duty, will be governed by applicable local Board policy in force at the time, pertaining to other S.I.S.D. administrators.

8. Agreement to Serve as Superintendent. In consideration for the position and the compensation herein above agreed to be paid therefore by S.I.S.D., Dr. Weiss accepts the office and position of Superintendent of Schools of Silsbee Independent School District of Hardin County, Texas, for the aforesaid period, and agrees that during such time he will, to the best of his ability and skill, perform the duties of such office and position in accordance with federal and state laws pertaining to the discharge of such duties, and in accordance with such policies as the S.I.S.D. Board may adopt, and in accordance with recognized professional standards for the performance of such duties, as determined by law and by the Texas Education Agency.

9. Annual Evaluation; Renewal of Contract; Extension. The Board agrees to formally evaluate Dr. Weiss' performance as Superintendent at least annually, in accordance with applicable Board Policy BJCD(LOCAL), "Superintendent Evaluation."

The Board agrees to notify Dr. Weiss in writing, on or before January 31, 2025 of its intention to reemploy him or not to reemploy him, as the case may be, for any period beyond the term of this contract.

In addition, the Board of Trustees agrees to consider, at its regular meetings in January 2023, January 2024, and January 2025 the extension of this contractual agreement [together with any other amendments to existing terms and conditions]. However, the Board's failure to take action will not operate to extend this contract.

10. Performance Goals. The Board and Superintendent agree to mutually establish Superintendent performance goals, the achievement of which will be considered as part of the Superintendent's annual performance evaluation instrument.

11. Termination; Procedures. Throughout the term of this contract, Dr. Weiss shall serve subject to termination for good cause as determined by the Board, in accordance with Subchapters E and F, Texas Education Code, and S.I.S.D. Board policy.

12. Certification. Dr. Weiss shall maintain on file in the personnel office of S.I.S.D., throughout the period of his employment, a valid and appropriate certificate authorizing him to serve as superintendent of schools for an independent school district in the State of Texas.

13. Superintendent's Responsibilities. Dr. Weiss, as Superintendent of Schools, shall have the responsibility to recommend the organization and reorganization of the administrative and supervisory staffs, including those relating to instructional and business affairs, as well as the placement, reassignment, and transfer of professional personnel. The responsibility for recommending the employment, promotion, demotion, reassignment, renewal, nonrenewal, disciplining, and termination of all certified employees shall also be vested in Dr. Weiss, subject to approval by the Board.

The Superintendent shall serve as chief administrative officer to the Board of Trustees and for S.I.S.D.; it shall be his responsibility to supervise and coordinate the central administrative functions of the district and he shall exercise those duties which are mandated by statute as well as those specifically designated by the Board. The duties and responsibilities of Dr. Weiss, as Superintendent of Schools, shall include, but not be limited to, the following:

- a. Attend all Board meetings and such other meetings of Board committees as the Board may deem desirable;

- b. Coordinate the instructional program of the district in the creation and conduct of courses of study, acquisition of textbooks and supplies, and supervision related thereto;
- c. Consolidate classes, assign pupils to buildings and classes, and transfer pupils;
- d. Develop, maintain, and operate a constructive program of in-service training and education for all professional employees of the school system;
- e. Coordinate the work of all school personnel, and establish necessary procedures for evaluating the work of each personnel;
- f. Act as deputy budget officer for the Board of Trustees, regularly prepare and present expenditure and receipt estimates necessary to the operation of the school system, and propose an annual budget;
- g. Maintain a continuous study of the problems confronting schools, evaluate the quality and efficiency of all departments, and report to the Board of Trustees as required;
- h. Perform such other duties consistent with the foregoing as the Board of Trustees may determine, and its policy manual provide.

14. Tax-Deferred Program. The Board, at the request of Dr. Weiss and in accordance with state law, may withhold and transfer an amount of his salary annually, or semiannually, or monthly, said amount to be determined by Dr. Weiss, permitting him to participate, if he so desires, in a tax-deferred program of his choosing.

15. Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

16. Legal Liability Insurance and Indemnification. At its cost, S.I.S.D. will include Dr.

Weiss in its policy of legal liability insurance. Additionally, to the extent it may be permitted by applicable law, including, but not limited to, Texas Civil Practice & Remedies Code, Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s) that is (are) the basis of any such demands, claims, suits, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demands, claims, suits, actions, judgments, expenses, and attorneys' fees for those claims or any causes of action where it is determined that the Superintendent committed official misconduct; or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence; or acted in bad faith; and excluding any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent Section 16 of this Contract exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 16 shall survive the termination of this Contract.

17. Annual Physical Examination. The Superintendent shall undergo an annual

physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The physician shall submit a confidential statement to the Board verifying the Superintendent's fitness to perform the Superintendent's duties, and copies of all such statements shall be maintained, as confidential documents in the Superintendent's personnel file. The District shall pay all costs of the annual physical examination.

18. Legal Residence. Dr. Weiss agrees to maintain his legal residence within S.I.S.D. throughout his employment with S.I.S.D.


19. Communication/Technology. The Superintendent will be furnished, at District expense, one (1) cell phone; one (1) computer for use at work; and one (1) computer for business use at home, to assist Dr. Weiss in performing his duties as Superintendent. This equipment is and will remain the property of S.I.S.D.

20. Professional Organization Membership. The Superintendent is encouraged to belong to at least three (3) professional organizations, at District expense, and may attend, with the Board's prior consent, a reasonable number of appropriate professional meetings, as well as local civic organizations, at district expense. The expenses of these meetings, as well as those incurred in all out-of-district business travel, will be borne by the District. The Superintendent shall file, within a reasonable time hereafter, an itemized expense statement with the business office of the District.


21. Entire Agreement. This document constitutes the entire agreement and contract between the parties concerning such employment and may be changed or amended only by written consent of the parties hereto.


EXECUTED in duplicate originals January 11, 2022.

**SILSBEE INDEPENDENT SCHOOL DISTRICT**

By:   
James Holt, President  
Board of Trustees

ATTEST:

By:   
Derrell Ferguson, Secretary  
Board of Trustees

  
Dr. Gregg Weiss, Superintendent of Schools  
Silsbee ISD