

**BRAZOSPORT INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S CONSOLIDATED EMPLOYMENT CONTRACT**

THE STATE OF TEXAS §
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COUNTY OF §
BRAZORIA §

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the **Brazosport Independent School District** (the "District") and **Danny Massey** (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

1.1 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 from today through June 30, 2025. Each contract year shall consist of 230 days, beginning July 1st and ending June 30th of each respective year. 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.

1.2 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

2.1 Duties. The Superintendent is the chief executive administrator for the District and 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.

- 2.2 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.
- 2.3 Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's expressed written consent.
- 2.4 Consultant Activities.** The Superintendent may, with board approval, undertake consulting work, speaking engagements, lecturing, training and other professional duties.
- 2.5 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 active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.
- 2.6 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, with the exception of 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

- 3.1 Salary.** Effective July 1, 2022, the District shall provide the Superintendent with an annual salary in the sum of two hundred seventy thousand dollars (\$280,800). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.
- 3.2 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 3.1 of this Agreement. In addition, effective July 1st of each remaining contract year in this Contract beginning July 1, 2016, the Board agrees to pay the Superintendent at least a percentage increase on top of his current salary. The percentage increase shall be the average median percentage salary increase provided to the Brazosport ISD teaching staff during the summer of the respective contract year.
- 3.3 Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent 's duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent plus out of district expenses; such costs may include, but are not limited to, district-approved mileage rate, hotels and accommodations , meals, rental car, airfare 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 and state law.
- 3.4 Communications.** The District shall provide a laptop computer for the Superintendent's business and personal use, at the sole cost and expense of the District; such use to comply with law and District policies related to applicable technology use agreements. Personal use is permitted, provided that such personal use is legal and does not interfere with the use of the laptop for business purposes. The laptop shall remain the property of the District. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such a personal account and the District shall have no financial obligation or responsibility related to said mobile telephone account. The Superintendent understands that information stored in his cell phone, computer, or other device is subject to public disclosure under the Texas Public Information Act if such information is related to the public business of the District or to his duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer, or other device, whether owned by the District or the Superintendent, the parties agree that any personal or private information of the Superintendent

contained on the cell phone, computer, or other devices containing such data or information shall be deemed private and the Superintendent's sole property; provided, however, that it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

- 3.5 Texas Teacher Retirement System.** The District shall supplement the Superintendent's annual salary by an amount equal to one-hundred percent (100%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on September 1, 2022 and continuing for the term of this Contract, with any extensions made by the Board for performance of Superintendent duties. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.
- 3.6 Vacations, Holidays, Sick Leave.** The Superintendent shall be privileged to take, at the Superintendent's choice, the greater of twenty (20) vacation days annually or the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such times or times as will least interfere with the performance of the Superintendent's duties as set forth in the Contract. The Superintendent's accrued and unused vacation days shall carry over from year to year. The Superintendent may request payment for five (5) days of accrued but unused vacation days on June 30 of each year during the term of this Contract, to be paid at the Superintendent's "Daily Rate", determined by dividing the Superintendent's then current annual salary as reported to TRS by 230. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The term "legal holiday(s)" includes days for which the District's central administration office is closed. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.
- 3.7 Longevity Pay.** In order to encourage continuity of leadership in the District, the District wishes to provide additional compensation to the Superintendent as a reward for reaching certain longevity goals. These longevity payments shall be made as follows and shall be reported as creditable compensation to TRS:
- (a) If on September 1, 2022 the Superintendent has completed 7 years of service with the District as Superintendent, the District shall pay the Superintendent 3% of the Superintendent's annual salary and shall be paid to the Superintendent by regular payroll installments for twelve months beginning on September 1, 2022.
- (b) If on September 1, 2023 the Superintendent has completed 8 years of service with the District as Superintendent, the District shall pay the Superintendent 4% of the Superintendent's annual salary and shall be paid to the Superintendent by regular

payroll installments for twelve months beginning on September 1, 2023.

(c) If on September 1, 2024 the Superintendent has completed 9 years of service with the District as Superintendent, the District shall pay the Superintendent 5% of the Superintendent's annual salary and shall be paid to the Superintendent by regular payroll installments for twelve months beginning on September 1, 2024.

(d) For each contract year of service with the District beginning September 1, 2025, the District shall supplement the Superintendent's monthly salary by 5% of the Superintendent's annual salary and shall be paid to the Superintendent by regular payroll installments for twelve months beginning on September 1, 2025.

3.8 Residency Requirement . As a condition of this contract, the Superintendent shall establish and maintain permanent residence within the boundaries of the Brazosport Independent School District.

4. REVIEW OF PERFORMANCE

4.1 Time and Basis of Evaluation. The Board shall formally evaluate and assess in writing the performance of the Superintendent at least once annually in May or other mutually agreed upon month during each year of this Contract. The evaluation and assessment shall be reasonably related to the Superintendent's duties as outlined in the Superintendent's job description, the District's goals, and lawful Board directives. The evaluation format and procedure shall comply with Board policy and state and federal law. The Superintendent may provide written information to the Board for consideration in the evaluation. In consideration of possible contract extension, during the month of January of each respective contract year, the Board shall also perform an informal mid-year review of the Superintendent's job performance.

4.2 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

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

6. TERMINATION OF EMPLOYMENT

- 6.1 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 shall not be released from this Agreement without the written consent of the Board .
- 6.2 Death/Retirement.** This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 6.3 Dismissal for Good Cause.** The Board may dismiss the Superintendent at any time for good cause.
- 6.4 Termination Procedure.** In the event that 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

- 7.1** 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 his Contract for qualifying acts for failures to act occurring during the term of this Contract or any extension thereof.

- 7.2 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.
- 7.3 The Superintendent shall fully cooperate with the District in the defense of any and 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

- 8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and it shall be performable in Brazoria County, Texas unless otherwise provided by law. Venue for any dispute concerning the interpretation and/or enforcement of this Contract shall be in Brazoria County, Texas.
- 8.2 **Amendment.** This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.
- 8.3 **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.

EFFECTIVE : September 1, 2022

BRAZOSPORT INDEPENDENT SCHOOL DISTRICT

By: Mason P. Howard

Mason P. Howard
President, Board of Trustees

SUPERINTENDENT

D. L. Massey

Danny Massey

**THIRD AMENDMENT TO
SUPERINTENDENT'S CONSOLIDATED EMPLOYMENT CONTRACT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA §

WHEREAS, the Board of Trustees ("Board") of the Brazosport Independent School District, met on February 20, 2023.

WHEREAS, at the meetings on February 20, 2023, the District, pursuant to his Contract of Employment ("Contract"), offered Mr. Danny Massey an amendment to his Contract.

WHEREAS, Mr. Massey accepted the amendment to the Contract.

NOW, THEREFORE, pursuant to the authority of § 11.201 of the Texas Education Code, the general laws of the state of Texas and Section 8.2 of the Contract, the Board and Mr. Massey agree as follows:

I.

Section 1.1. of the Superintendent's Consolidated Contract of Employment executed on July 19, 2021, is amended as follows:

- 1.1 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 from today through June 30, 2027. Each contract year shall consist of 230 days, beginning July 1st and ending June 30th of each respective year. 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.

This Amendment is effective February 20, 2023, upon final execution of the signatures listed below.

EXECUTED this 20 day of February 2023.

BRAZOSPORT INDEPENDENT
SCHOOL DISTRICT

By: Mason P. Howard
Mason Howard
President, Board of Trustees

By: D. C. Massey
Mr. Danny Massey
Superintendent of Schools

FOURTH AMENDMENT TO
SUPERINTENDENT'S CONSOLIDATED EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA §

WHEREAS, the Board of Trustees ("Board") of the Brazosport Independent School District, met on February 19, 2024.

WHEREAS, at the meetings on February 19, 2024, the District, pursuant to his Contract of Employment ("Contract"), offered Mr. Danny Massey an amendment to his Contract.

WHEREAS, Mr. Massey accepted the amendment to the Contract.

NOW, THEREFORE, pursuant to the authority of § 11.201 of the Texas Education Code, the general laws of the state of Texas and Section 8.2 of the Contract, the Board and Mr. Massey agree as follows:

I.

Section 1.1. of the Superintendent's Consolidated Contract of Employment executed on July 19, 2021, is amended as follows:

1.1 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 from today through June 30, 2028. Each contract year shall consist of 230 days, beginning July 1st and ending June 30th of each respective year. 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.

This Amendment is effective February 19, 2024, upon final execution of the signatures listed below.

EXECUTED this 6 day of March 2024.

BRAZOSPORT INDEPENDENT
SCHOOL DISTRICT

By: Mason P. Howard
Mr. Mason Howard
President, Board of Trustees

By: Danny Massey
Mr. Danny Massey
Superintendent of Schools