

Michael F. Bergman

## Superintendent Term Contract

STATE OF TEXAS

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COUNTY OF GALVESTON

This Contract is entered into between the Board of Trustees (the "Board") of HITCHCOCK INDEPENDENT SCHOOL DISTRICT (the "District") and MICHAEL F. BERGMAN, ED.D. (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2008, and ending June 30, 2011. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. 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:** The Superintendent represents that he has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. 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, conviction, no contest or guilty plea, or other adjudication of the Superintendent. 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.
  - 3.4 **Medical Exam:** The Superintendent agrees, at District expense, to have a physician Hitchcock ISD

acceptable to both the Board and Superintendent conduct a comprehensive medical examination. Within two weeks of execution of this Contract, the Superintendent will provide the Board with a statement certifying that the Superintendent is physically able to perform the essential functions of his job with or without reasonable accommodation. The Superintendent understands that a medical statement indicating that he is able to perform the essential functions of his job is a condition precedent to this Contract.

**3.5 Residency:** The Superintendent agrees to reside within the boundaries of Hitchcock ISD by August 1, 2007, and remain a resident of the District for the duration of his employment as Superintendent.

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 prescribed by law and 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 or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her 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.

5. **Compensation.**

5.1 **Salary:** The District shall pay the Superintendent an annual salary of One-Hundred Thirty-Five Thousand Two Hundred Dollars (\$135,200.00) effective March 11, 2008, and a salary to be fixed by the Board for each of the remaining years of this Contract. The salary for each remaining year shall not be less than the salary for the first year.

5.2 **Benefits:** In addition to the specific benefits outlined below, the District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to increase these benefits, at the Board's sole discretion.

A. **Vacation and Leave:** The Superintendent shall receive the same number of vacation days as authorized by Board policy for administrative employees on 12-month contracts. The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar and shall be eligible for any leave available to other employees under Board policy. The Superintendent shall schedule vacation and leave days at times that will least interfere with the performance of the Superintendent's duties.

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- B. **Membership Dues:** The Board encourages the Superintendent to become a member of and participate in professional associations and community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District will reimburse the Superintendent for the reasonable expense of membership in these organizations, to a maximum amount as specified in the Superintendent's budget approved by the Board annually.
  - C. **Relocation/Moving Expenses:** The Superintendent shall obtain three written quotes for expenses from bonded moving companies related to relocating the Superintendent's family and personal possessions to the District. The District shall pay the moving expenses in accordance with the lowest quote. The Superintendent shall document all expenses with receipts, canceled checks, or credit card statements.
  - D. **Health and Medical Insurance:** The District shall pay the entire amount necessary to provide the health and medical insurance for the Superintendent, in accordance with the District's plan. The Superintendent shall be responsible for the premiums and other payments associated with health and medical insurance for the Superintendent's dependents and/or spouse.
6. **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.
7. **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.
8. **General provisions.**
- 8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
  - 8.2 **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. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
  - 8.3 **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.
  - 8.4 **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 be the county in which the District's

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administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.

- 8.5 **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.
- 8.6 **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.

9. **Notices.**

- 9.1 **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.
- 9.2 **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.

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

SUPERINTENDENT:

\_\_\_\_\_  
Mike Bergman, Ed.D.

\_\_\_\_\_  
Date

HITCHCOCK SCHOOL DISTRICT:

\_\_\_\_\_  
Monica Cantell, President  
Hitchcock ISD Board of Trustees

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Date