

Superintendent's Employment Contract

The State of Texas <
 < Know all men by these presents:
County of Angelina <

Witnesseth:

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT (referred to herein as "Agreement" or "Contract") is made and entered into by and between the Board of Trustees (the "Board") of the Diboll Independent School District (the "District") and **Vicki Thomas** (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for an in consideration of the terms hereinafter established and pursuant to Section 11.201 and Chapter 21 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 for a term of three (3) years, commencing on January 28, 2019 and ending on January 28, 2022. 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. The Superintendent shall establish and maintain a permanent residence within the attendance boundaries of the District. Failure to establish and maintain a residence within the District may be reason for contract termination or nonrenewal. Extensions of time and waivers to the residency requirement based on identified extenuating circumstances may be approved on a case-by-case basis by the Board.

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 is created by this contract. No property interest, express or implied, is created in continued employment beyond the contract term.

2. Employment

2.1 Duties The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by 11.163 and 11.201 of the Texas Education Code, by the job description, and as may be lawfully assigned by the Board. The Superintendent shall comply with all lawful Board directives, state and federal law and regulations, 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. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement certifying that he is physically able to perform his or her duties. This statement shall be filed with the President of the Board and shall be maintained as confidential to the extent permitted by applicable law.

2.2 Professional Certification and Records This Agreement is conditioned on the Superintendent's providing the necessary certification and any records required by applicable law. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation by the Superintendent 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 express written consent.

3. Compensation

3.1 Salary The District shall provide the Superintendent with an annual salary in the sum of **One Hundred Thirty Thousand and 00/100-----Dollars (\$130,000.00)**. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 Salary 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 pursuant to Section 3.1 of this Agreement.

3.3 Other Benefits

3.3.1 Sick Leave Benefits The Superintendent shall be entitled to the same benefits of all state and local sick leave provisions in the same manner as other professional employees of the School District.

3.3.2 Health Insurance The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage at 0.00 per month for the Superintendent only pursuant to the group health care plan(s) provided by the District for its other administrative employees.

3.3.3 Disability Insurance There will be no disability insurance furnished by the District.

3.3.4 Cellular Telephone Allowance There will be no cell phone allowance furnished by the District.

3.3.5 Expenses The District shall pay or reimburse the Superintendent as herein provided 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 for travel for out-of-district expenses, as determined by the annual budget for the School District as adopted by the Board; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, long distance expense, 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.

3.3.6 Retirement Benefit The only retirement benefit available to the Superintendent will be participation in the Teacher Retirement System offered by the state of Texas.

3.3.7 University Course Work The District shall allow the Superintendent to attend classes at a university of the Superintendent's choosing provided that attendance does not detract from the performance of his duties and responsibilities as Superintendent of Schools.

4. Review of Performance

4.1 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 Agreement. All evaluation documents, assessment records and other documents involved in the review of performance are confidential in accordance with the law.

4.2 Evaluation Format and Procedure The evaluation format and procedure shall be in accordance with this Agreement and the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

4.3 Development of Goals The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

5. Renewal or Nonrenewal of Employment Contract

5.1 Renewal/Nonrenewal Renewal or nonrenewal shall be in accordance with the Board's policy (ies), Texas education Code Chapter 21, Subchapter E, and applicable law.

6. Termination of Employment Contract

6.1 Mutual Agreement. This contract shall 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.

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 Disability This provision shall apply to disability of any type during which the Superintendent is unable to perform his job duties for any period greater than one hundred eighty (180) calendar days, regardless of whether or not any type of leave is requested, granted or taken. Such disability shall include, but not be limited to, incapacity which arises from major surgery, physical illness, mental illness, emotional disturbance, accident or other injury or condition.

Anticipated Disability. Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply:

1. The Superintendent shall notify the President of the Board of Trustees of the expected beginning time of leave as soon as reasonably possible;
2. Any leave shall begin at a time which is agreeable to the Board and upon request by the Board, the Superintendent shall furnish a statement which sets forth the facts and the physician's opinion as to the Superintendent's ability to continue or return to his duties. The Board may mandate, restrict, or otherwise condition the dates and the term of such disability leave upon such statements.

3. Other Disability. In instances in which the disability could not be reasonably anticipated, the disability leave shall begin when determined to be medically required. The School District shall have the right to demand and receive a full and complete written documentation of the facts regarding such disability and the relationship of such conditions to the Superintendent's ability to perform his job duties.
4. The District may require and obtain at its expense an independent medical opinion from a physician or physicians of its choosing regarding the condition of the Superintendent and the Superintendent agrees to cooperate with such physicians as may be designated by the Board in acquiring this information. Such requirements shall not be unreasonable taking into consideration the Superintendent's health condition and/or disability.
5. In the event of the absence of the Superintendent due to any disability, the Superintendent and the Board agree that the Board shall have the authority and discretion to appoint one or more persons to perform the duties of the Superintendent upon such terms and conditions as the Board, in its sole discretion, shall determine.
6. The Superintendent shall continue to receive the disability benefits payable or otherwise available to other professional employees of the District during any period of disability. The Superintendent shall be responsible to timely pay any costs or portion of costs of health insurance or other benefits which are customarily paid by professional employees during any period of disability leave.
7. For purposes of this contract, "disability" shall be defined as any physical or mental injury, illness, or impairment which is determined by a physician, who is licensed to practice medicine in the State of Texas, to prevent the performance of the ordinary duties of the office of the Superintendent.
8. For disability determination purposes, the District can require the Superintendent to be fully examined by a physician of the District's choosing and the Superintendent agrees to all tests and procedures required by the physician chosen by the District. Such requirements shall not be unreasonable taking into consideration the Superintendent's health condition and/or disability.
9. If the Superintendent is not able to resume full duties within one hundred eighty (180) days, then the District and the Superintendent agrees that the contract will be terminated and the position filled by the Board of Trustees.

6.4 *District to Defend* In the absence of individual professional liability insurance coverage of the Superintendent, the District shall defend and hold harmless the Superintendent against any claims, demands, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of the Superintendent's discharge 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 acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct. The District may, at its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. The District's obligation to defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract or retirement of the Superintendent. In the event that the interest of the Superintendent and the district are determined to be in conflict by the District, then the District shall pay reasonable attorneys fees, expenses, and court costs for the separate legal counsel for the Superintendent, which counsel is to be selected by the District subject to approval by the Superintendent, which shall not be unreasonable withheld. This paragraph in no way waives or limits any of the provisions of Chapter 102 of the Texas Civil Practice and Remedies Code. The District's obligation to defend is secondary to any insurance coverage that the Superintendent may have in effect.

6.5 Dismissal for Good Cause The board may dismiss the Superintendent at any time for good cause. Whether good cause exists shall be determined by the Board in accordance with applicable law.

6.6 Termination Procedure In the event that the Board proposes to terminate 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. Working Relationship and Responsibilities

7.1 Professional Staff The employment, organization and assignment of the professional staff for effective administration, supervision, and teaching shall be in accordance with applicable law, including but not limited to Section 11.163 and Section 11.201 (d) of the Texas Education Code.

7.2 Board Referral The Board, individually or as a body, shall, consistent with Board policy, promptly refer all criticisms, complaints, and suggestions to the Superintendent and/or his designee, for resolution or study and recommendations. However, no failure to refer such matters shall be the basis for any claim for breach of this contract.

7.3 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.

8. Non-District Related Professional Activities

8.1 Professional Organizations The Superintendent shall attend and participate in appropriate professional meetings at the local, state, and national level with the expenses of such attendance, including annual membership fees for TASA, AASA, ASCD, to be borne by the School District. The Superintendent may participate fully in the work of appropriate professional associations to the extent of holding office or accepting the responsibility of assignment if elected or appointed. With notice to the Board, the Superintendent may undertake writing, teaching and speaking engagement which are appropriate to and consistent with the professional role and responsibility of the Superintendent and for which he receives no monetary or other valuable compensation; provided, however, that the expense of such activities shall not be borne by the District and that such activities do not detract from the performance of his duties and responsibilities as Superintendent of Schools.

8.2 Consulting Work The superintendent may, but only with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations for which he receives monetary or other valuable compensation, and further provided that such does not conflict or interfere with the Superintendent's professional services to the District or result in any financial cost to the District.

8.3 Professional Growth In its encouragement of the Superintendent to grow professionally, the District shall permit a reasonable amount of release time for the Superintendent, as the Board deems appropriate, to attend seminars, courses, or meetings subject to Board approval and discretion.

8.4 Civic Activities, etc. The Superintendent is encouraged to participate in the community and civic affairs in accordance with the Board's policies.

8.5 Vacation, Holidays and Sick Leave The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on a 226 day contract, the days to be 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 Agreement. The Superintendent shall observe the same legal holidays as provided by board policies for administrative employees on 226 day contracts. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by the Board policies for administrative employees on 226 day contracts.

9. Miscellaneous

9.1 Controlling Law This Agreement shall be governed by the laws of the State of Texas and all obligations created herein are performable in Diboll, Angelina County, Texas.

9.2 Amendment This contract embodies the entire Agreement between the parties and cannot be amended except by written agreement of the parties.

9.3 Savings Clause In the event any one or more of the provisions contained in the Agreement shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or enforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Agreement.

9.4 Conflicts In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

9.5 Acceptance This offer shall expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. the 30th day of January, 2019.

EXECUTED THIS THE 28th DAY OF January, 2019

DIBOLL INDEPENDENT SCHOOL DISTRICT

BY: [Signature]
President, Board of Trustees

ATTEST: [Signature]
Secretary, Board of Trustees

SUPERINTENDENT:
[Signature]
Superintendent

ADDRESS:
4167 Pepperhill Drive
Montgomery, Texas 77316

