

by law. Failure to provide necessary records shall render the Contract void. Failure to maintain necessary certification shall be independent grounds for dismissal. Any material misrepresentation in obtaining or providing such records is independent 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.

2.4 Board Meetings. Unless otherwise prohibited by law, 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 Contract or the Superintendent's salary and benefits as set forth in this 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. There may also be times when the Board and the Superintendent agree that it is appropriate for the Superintendent not to attend a Board meeting or a portion of a Board meeting. In that case, the Superintendent will be excused from attending the meeting or portion of the meeting by the Board's president or presiding officer.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

2.6 Legal Defense/Indemnification. The District agrees that, to the extent permitted by state law, it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, if the incident in question shall have arisen while the Superintendent was acting within the course and scope of his employment and in conformity with the policies of the District. This defense and indemnity excludes criminal or other illegal acts and any other act, action or omission of the Superintendent which is determined to have been done, taken, or committed with malice or with intent to cause the injury or damage suffered by the claimant. This provision does not apply if the Superintendent is found to have materially breached this Contract; to have acted with gross negligence or with intent to have violated a person's clearly established legal rights; to have acted outside the course and scope of his employment; to have engaged in criminal conduct; or to have engaged in official misconduct. This provision also does not apply to criminal investigations or proceedings. At its sole discretion, the District may fulfill the obligation under this paragraph by purchasing insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District.

III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of \$96,305.00 for each period of the term to be paid in equal monthly installments consistent with the District's practices. In addition \$10,000.00 has been allocated to this agreement to compensate the Superintendent for the time and effort required to accomplish the goals and administrative management associated with the district's recently approved bond.

3.2 **Salary Adjustments.** At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary and benefits of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by the mutual agreement of the two parties or as set forth below. Such adjustments shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.2.1 **Widespread Salary Reductions.** 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.

3.2.2 **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.

3.2.3 **Financial Exigency.** In accordance with Texas Education Code section 21.212(f), the Board may choose to amend the terms of the contract of a Superintendent employed under a term contract on the basis of a declared financial exigency under Section 55.011 of the Texas Education. A Superintendent whose contract is amended under this provision may resign without penalty by providing reasonable written notice to the Board President of at least 30 calendar days.

3.3 **Vacation, Holiday and Personal Leave.** The Superintendent shall work two hundred twenty-six days per year during this Contract ("Required Number of Days"). the Superintendent will earn ten (10) days of vacation annually., plus the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, provided the Superintendent works the Required Number of Days for each year of this Contract. The vacation days taken by the Superintendent will be used with notice to the Board President, 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 be entitled to claim unused leave/vacation days compensated at the daily rate as determined using section 3.1 of this agreement.

3.4 **Insurance.** The District shall pay for group health and hospitalization insurance on the same basis as other twelve-month administrative employees of the District.

3.5 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 institution 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.

3.5.1 The District encourages the continuing professional growth of the Superintendent through participation in professional organizations and activities. Towards that end, the District shall pay the membership fees of the Superintendent in the following organizations:

- A. The Texas Association of School Administrators (TASA); and
- B. Two other professional organizations; additional will require board approval.

3.5.2 In its encouragement of the Superintendent to grow professionally, the Board shall permit reasonable release time for the Superintendent, as the Board and Superintendent shall agree and deem appropriate to attend seminars, courses or meetings in accordance with the Board's policies. The necessary and reasonable expense of such activities shall be reimbursed by the District; however, the expenses shall not exceed the approved annual budget for such expenses and activities. The Superintendent may hold the office in such professional organizations, serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other similar activities which do not interfere with the performance of his duties as Superintendent.

3.5.3 The Board encourages the Superintendent to become a member of and participate in 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 Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, provided the Board approves the amounts of such costs and expenses.

3.6 **Expenses.** The District shall pay or reimburse the Superintendent for budgeted, reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract as set forth below.

3.7 **Housing.** The Superintendent shall reside in District housing located in Water Valley, Texas. The District agrees to provide housing to the Superintendent during the term of this Contract. The District agrees to pay up to a maximum of \$250.00/month for water and electric utilities. The Superintendent shall pay for all other utilities during the term of his tenancy.

3.8 **Cell Phone.** The Superintendent shall maintain a cell phone for both business and personal use. The District shall reimburse the Superintendent up to a maximum of \$75.00/month for the Superintendent's cell phone use.

IV. Annual Performance Goals

4.1 **Development of Goals.** On or before September 1st of every year during the term of this Contract, the Superintendent shall submit for the Board's consideration and adoption a list of goals for the District. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals in whole or in part. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet at least biannually to assess the goals and progress toward the goals, and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. 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 goals approved by the Board shall be specific, definitive, and measurable, to the extent feasible.

V. Review of Performance

5.1 **Time and Basis of Evaluation.** At a minimum, the Board shall evaluate and assess in writing the performance of the Superintendent annually during this Contract. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and Board Policy, and to the adopted annual goals outlined in Subsection 4.1.

5.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise, 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. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.3 **Evaluation Format and Procedures.** The evaluation format and procedures shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and state and federal

law. In the event the Board deems that the evaluation instrument, format and/or procedures is to be modified by the Board and such modifications would require new or different expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. Extension or Nonrenewal of Employment Contract

6.1 **Extensions/Nonrenewal.** Extension or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, and applicable law.

VII. Termination of Employment Contract

7.1 **Mutual Agreement.** This Contract 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.

7.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 **Termination for Good Cause.** This Contract may be terminated at any time for good cause in accordance with Section 21.211 and/or 21.212 of the Texas Education Code and applicable Texas law.

7.4 **Termination Procedure.** In the event the Board proposes the termination of this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

7.5 **Resignation of Superintendent.** 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 President. 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 year. The Superintendent may resign with the consent of the Board at any other time.

VIII. Miscellaneous

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Tom Green County, Texas, unless otherwise provided by law.

8.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 **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 Contract.

8.4 **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. All existing agreement and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

Executed this 1st day of February 2020

WATER VALLEY INDEPENDENT
SCHOOL DISTRICT

By: 
Board of Trustees President

ATTEST:

By: 
Board of Trustees Secretary

SUPERINTENDENT

By: 
Fabian Gomez