

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Employment Contract (the "Contract") is made and entered into by and between the Board of Trustees (the "Board") of the Spring Branch Independent School District (the "District"), located in Harris County, Texas, and Jennifer Blaine (the "Superintendent").

WITNESSETH:

Now, therefore, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 21 and Section 11.201 of the Texas Education Code and the general laws of the State of Texas, have agreed, and do hereby agree as follows:

I. Term

1.1 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. The term of this Contract begins on July 1, 2019 and ends on June 30, 2022. The Contract Year shall be July 1 through June 30. 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. However, there is no requirement or duty for the Board to extend this Contract.

II. Employment

2.1 Duties. The Superintendent is the educational leader and chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by state law, Board policies, in the job description and as may be lawfully assigned by the Board. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall comply with all lawful Board directives, state and federal law and regulations, and district policies, rules and regulations as they exist or may hereafter be amended or adopted during the term of this Contract. Except as provided in this Contract, the

Superintendent agrees to devote her full time, energy and skill to the performance of the duties of the Superintendent of Schools for the District using reasonable care, diligence, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain valid and appropriate certifications or permits required to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification and all other certificates required by law. The Superintendent shall provide evidence of such certifications or permits to the Board upon request at any time. The Superintendent shall also provide evidence of educational attainment, degrees earned, previous professional experience, and other records required for personnel files of the District. Failure to maintain valid and appropriate certifications or permits shall render this Contract void, and any material misrepresentation in any records provided to the District shall be grounds for termination.

2.3 Reassignment. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District. The Superintendent cannot be reassigned from the position of Superintendent to another position without the mutual express written consent of the Superintendent and the Board.

2.4 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 salary or benefits as set forth in this Contract or the Superintendent's evaluation and performance, to interpersonal relationships between individual Board members, or when the Board is acting in its capacity as a tribunal to hear and resolve any complaint.

2.5 Indemnity. To the extent it may be permitted to do 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 proceeding against the Superintendent in her individual capacity or her official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of her 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 breached this Contract, 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, with conscious indifference or reckless disregard, or with intent to violate a person's clearly established legal rights, or engaged in criminal conduct. Excluded are 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. The District may, at its sole option, comply with this paragraph by purchasing appropriate insurance coverage for the Superintendent or by including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for protection of the Board and District professional employees, in which case

the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. No individual Board member shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse parties to each other in any such proceedings. The District's obligation under this Section shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof. During the term of this Contract, 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. Following termination of the Contract, the Superintendent shall reasonably 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 Section shall continue after the termination of this Contract at no cost to the District, other than reimbursement to Superintendent for her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Superintendent by virtue of her taking time off from her then current employment to reasonably assist the District at its request. If the Superintendent is not employed at the time of the request, the District shall compensate the Superintendent at her daily rate, calculated by dividing her most recent salary by 230. To the extent this Section 2.5 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

2.6 Consulting. During the term of this Contract, the Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District with the prior consent of the Board. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. The Superintendent will not engage in any consulting activities for a fee, or in any outside employment without the prior consent of the Board. The Superintendent will comply with all state laws, District policies, rules and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract.

2.7 Complaints. The Board, individually and collectively shall refer all substantive complaints from staff and/or third parties to the Superintendent for review and appropriate action. The Superintendent will investigate such matters and inform the Board of the results of such action. Substantive complaints include allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the Superintendent and/or administration. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

III. Compensation and Benefits

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Ninety Eight Thousand and no/100 Dollars (\$298,000.00), which shall be paid to the Superintendent in equal installments consistent with the Board's policies and in accordance with the District's normal payroll practices.

3.2 Salary Adjustments. In the annual budget adopted for each subsequent year of this Contract, at any other time at which the Board is considering salary adjustments for administrative personnel, or at any other time determined by the Board 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 base salary set forth pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties.

3.3.1 Duty and Nonduty Days. The Superintendent shall work two hundred thirty (230) duty days during each year for which this Contract is in effect, in accordance with the professional employment calendar adopted by the Board for each such year. The professional employment calendar runs from July 1 of a particular year through June 30 of the subsequent year. The Superintendent may take the same number of nonduty days authorized by policies adopted by the Board for administrative employees on two hundred thirty (230) day contracts. All nonduty days for a specific year of the professional employment calendar will accrue to the Superintendent on July 1. The Superintendent may accumulate nonduty days in the same manner as administrative employees on two hundred thirty (230) day contracts. At the Superintendent's choice, subject to approval by the Board President, the Superintendent may take these nonduty days in a single period or at different times, and they 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 Contract. At retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent any accrued but unused non-duty days (up to thirty (30) days) at the Superintendent's daily rate of pay, calculated by dividing the salary under Section 3.1 of this Contract by 230 ("Daily Rate of Pay"). At the sole option of the Superintendent, at the end of each Contract Year, the District shall pay in a lump sum to the Superintendent up to five (5) accrued but unused nonduty days at the Superintendent's Daily Rate of Pay. This payment is in addition to payment for accrued but unused nonduty days in excess of thirty (30) as set out in District Policy DED (Local) and DED Regulation.

3.3.2 Holidays. The Superintendent shall observe the same District holidays as provided by Board policies for administrative employees on two hundred thirty (230) day contracts.

3.3.3 Local Leave Days. The Superintendent is hereby granted the same local leave days as authorized by Board policies for administrative employees on two hundred thirty (230) day contracts. All local leave days for a specific year of the professional employment calendar will accrue to the Superintendent on July 1. At the Superintendent's choice, subject to approval by the Board President, the Superintendent may take these local leave days in a single period or at different times, and they 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 Contract. In the event the

Superintendent retires or her contract with the District is terminated, voluntarily or involuntarily, the Superintendent will be paid for accumulated but unused local leave in the same manner as administrative employees on two hundred thirty (230) day contracts, with payment being calculated at her Daily Rate of Pay. Such payment shall be made in the form of a lump-sum payment as soon as administratively practicable following the date of retirement or termination of employment; provided, however, that the Superintendent shall be paid such payment no later than the later of the last day of the calendar year of the date of the Superintendent's cessation of employment or retirement or the 15th day of the third month following the Superintendent's cessation of employment or retirement.

3.4 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. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, with prior approval of the Board President, to attend such seminars, courses or meetings, provided that such attendance does not interfere with the performance of her duties as Superintendent. During the Superintendent's employment with the District, the District shall pay the Superintendent's basic membership dues to the Texas Association of School Administrators, Texas School Alliance, the American Association of School Administrators, the Association of Supervision and Curriculum Development, and other organizations as she deems appropriate for the performance of her duties, subject to approval by the Board. Any reimbursements made pursuant to this Section 3.4 shall be made in accordance with the requirements and procedures set forth under Section 3.6.

3.5 Automobile/Automobile Allowance. The District shall pay the Superintendent an amount of One Thousand Dollars (\$1,000.00) per month during the Superintendent's employment with the District to pay for expenses for travel within Region 4. The Superintendent shall maintain liability insurance for her car of not less than the amount of \$250,000 (bodily injury liability – each person); \$500,000 (bodily injury liability – each accident); \$100,000 (property damage liability – each accident). This vehicle is the property of the Superintendent and may be used for personal and business purposes. This monthly payment shall be made in equal periodic payments at the same time as payment of the Superintendent's base salary. The Superintendent may be reimbursed for travel in her vehicle outside of Region 4 Education Service Center at the District's approved reimbursement rate for travel on District business.

3.6 Civic and Professional Activities. The Superintendent is encouraged to attend and participate in meetings and events involving local community groups such as Rotary Club, Kiwanis Club, West Houston Chamber of Commerce, Spring Branch Education Foundation, Region 4 Education Service Center, Harris County Department of Education and similar groups as a representative of SBISD. Meetings and events that will incur a cost or fee will be paid by the District. The Superintendent shall also attend and participate in meetings outside the Houston area as the representative of the District. These include, but are not limited to, such meetings as the Texas School Alliance, the Texas School Coalition, and meetings on legislative issues. She shall also attend and participate in appropriate professional meetings at the state and national levels such

as, but not limited to, the Mid-Winter Conference, meetings of the Texas Association of School Boards and the National School Boards Association, meetings of the Texas Association of Administrators, meetings of the American Association of School Administrators, and meetings of the Association of Supervision and Curriculum Development. The District will pay or reimburse the Superintendent for the reasonable and necessary costs associated with attendance including airline tickets, costs of travel by car, hotel and accommodations, meals, rental cars, taxis and other similar expenses. Prior to all such travel, the Superintendent will advise the Board President and obtain pre-approval. The Superintendent shall comply with all policies, procedures and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors. Any reimbursements that are made under this Section 3.6 shall only be made if: (i) such reimbursement is excludible from the Superintendent's gross income, (ii) the Superintendent has provided the appropriate vouchers, bills and receipts to the District no later than February 1st of the year following the year that the expense was incurred and (iii) the policies, procedures and documentation requirements set forth in the prior two sentences have been satisfied.

3.7 Information Technology/Communications Allowance. The District shall pay the Superintendent an amount of Three Hundred Dollars (\$300.00) per month during the Superintendent's employment with the District for an information technology/communications allowance to provide her with a portable cellular telephone and/or personal digital assistant (PDA) with nationwide coverage, computer, fax machine, internet communication, or any other technical equipment for the Superintendent's use at her home for District business and personal use. This payment shall be made in equal periodic payments at the same time as payments of the Superintendent's base salary. The Superintendent shall maintain a personal account for information technology/communications service provided under this section and shall not open accounts in the name of the District. The Superintendent may, in the Superintendent's discretion, purchase new technology every two years during the term of this Contract for the advantages offered by the then current technology. The District will reimburse the Superintendent for the cost of this replacement technology up to \$2,000. Upon separation from employment, all such technology/equipment remains the property of the Superintendent.

3.8 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 President who will report to the Board verifying the Superintendent's fitness to perform the Superintendent's duties and copies of all statements shall be maintained as confidential medical records to the extent permitted by law. The Superintendent shall execute all necessary authorizations required by law (including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended) to permit the Board to review any such physician statements. The District shall pay all costs of each annual physical examination during the Superintendent's employment with the District. By December 1 of each year of the Superintendent's employment with the District, the Superintendent shall provide the Board President a confidential statement from the physician who conducted her most recent physical examination verifying that the Superintendent does not have

any condition that will impair her fitness or ability to perform the duties of the position of Superintendent of Schools for the District.

3.9 Effect of Termination on Compensation. In the event of termination of this Contract prior to the completion of the term of employment specified herein, for any reason, whether voluntary or involuntary, the Superintendent shall be paid for the days worked and earned by her prior to the date of the termination in accordance with the District's normal payroll practices at the rate provided for in her Contract computed pro rata up to the date of termination, but shall be entitled to no further compensation or benefits as of the date of termination except as otherwise provided by law or this Contract. This paragraph and its terms in no way limit the Superintendent's rights to damages for breach of this Contract or violation of the Superintendent's due process rights or any other rights under state or federal law.

3.10 Health Insurance. During the Superintendent's employment with the District, the District will pay the same health insurance premiums on behalf of the Superintendent that it pays on behalf of the other two hundred thirty (230) day contract administrative employees. The Superintendent must comply with all requirements and limitations of the plan the Superintendent selects including, but not limited to, any requirements concerning pre-existing medical conditions.

3.11 Long Term Disability Insurance. For each Contract Year during which this Contract is in effect, the District will reimburse the Superintendent for the actual cost of the premium for a long term disability policy of her choice up to Three Thousand and no/100 dollars (\$3,000.00) per year.

3.12 Life Insurance. For each Contract Year during which this Contract is in effect, the District shall pay the annual premium up to three thousand and no/100 dollars (\$3,000) toward the purchase of a whole life or term policy on the life of the Superintendent. The whole life or term insurance policy provided hereunder shall be owned by the Superintendent, with the Superintendent having the sole right to determine the beneficiary(ies) under the life insurance policy.

3.13 Texas Teacher Retirement System. As supplemental salary for performance of Superintendent duties, the District shall pay to the Superintendent an amount equal to the Superintendent's portion (both retirement and TRS Care portions) of the monthly contribution to the Texas Teacher Retirement System (TRS) in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent. This additional salary supplement for services rendered as Superintendent shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

3.14 Supplemental Retirement Contributions. The District shall contribute on or before December 31 of each year during which this Contract is in effect to a Supplemental Retirement Tax Deferred Plan or plans (the "Plan") established for the benefit of the Superintendent under Section 403(b), Section 457(b), and/or Section 401(a) of the Internal Revenue Code ("Code") a lump sum amount equal to Two Thousand and no/100 Dollars (\$2,000.00).

Unless already established, the 403(b) and 401(a) plans shall be established as employer-paid plans with non-discretionary contributions by the District and the Superintendent shall have no right to

receive such contributions in cash. Unless already established, the 403(b) plan, 401(a) plan, and 457(b) plan shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan, 401(a) plan, and 457(b) plan shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to where the contributions to the Plan are invested, to the extent such investments comply with applicable State and federal laws. The Superintendent shall not be entitled to receive in cash any portion of the aforementioned funds that exceed the contribution limit or limits established by law. Each such Plan established on behalf of the Superintendent shall provide that contributions made to the Plan by the District and all earnings thereon shall be fully vested in the Superintendent on July 1, 2019.

Contributions made by the District to the Plan shall first be made to the 403(b) plan. If the contribution to the 403(b) plan exceeds the contribution limit established by law for such plan, then the remaining contribution by the District shall be made to the 457(b) plan. If the contribution to the 457(b) plan then exceeds the contribution limit established by law for such plan, the remaining contribution by the District shall be made to the 401(a) plan.

3.15 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside of Region 4 Education Service Center. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, 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.

IV. Annual Performance Goals

4.1 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 District Goals approved by the Board shall be specific, definitive and measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

4.2 The Board and the Superintendent do hereby agree that the first goals for the District shall be developed between the Board and the Superintendent, reduced to writing, and approved by the Board on or before November 1, 2019. On or before November 1 of each year under the term of this Contract, the Board and the Superintendent do hereby agree to review, revise, approve, and reduce to writing the District Goals.

V. Review of Performance

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year by the end of September during the term

of this Contract, and at such other times as deemed necessary and appropriate by the Board. The evaluation and assessment shall be in accordance with Board policies and state and federal law, and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description, Board policies, lawful Board directives, the District Goals adopted in Paragraphs 4.1 and 4.2, and as prescribed by law. A mid-year conference between the Board and the Superintendent concerning these goals shall be held in February of each year.

5.2 Confidentiality. Unless the Board and Superintendent expressly agree in writing, the evaluation of the Superintendent shall at all times be conducted in closed 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 Procedure. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board, the Board's policies, state law and with the input of the Superintendent. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. In the event that 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.

VI. Renewal, Nonrenewal or Termination of Employment Contract

6.1 Renewal/Nonrenewal. Renewal or nonrenewal of this Contract shall be in accordance with Board policy and applicable state and federal law.

6.2 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.

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

6.4 Resignation. 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. The resignation must be addressed to the Board and filed no later than the forty-fifth (45th) day before the first day of

instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.

6.5 Disability of Superintendent. Subject to the requirements of the Americans With Disabilities Act and other applicable law, should the Superintendent be unable to perform any or all of the duties of her position by reason of illness or accident, she may use all accumulated state leave days, local leave days, non-duty days and vacation days. After exhausting all accrued paid leave days, if the Superintendent cannot resume her duties, a determination of disability will be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Board may obtain a second opinion from another licensed physician of its choosing. If the Superintendent is determined to be disabled and incapable of resuming all of her material duties and obligations of employment, the District and the Superintendent hereby mutually agree that this Contract will terminate at that time without the necessity of any further action by the Board or the Superintendent, and the Superintendent hereby waives all her rights to a hearing in consideration for the lump-sum payment of six months' salary and benefits by the District upon termination of this Contract due to disability.

The Superintendent shall be paid such lump-sum payment as soon as administratively practicable after the termination of employment due to the disability and incapability of resuming all of her material duties and obligations of employment; provided, however, that if the requirements for obtaining such payment are satisfied, such payment shall be paid no later than the 15th day of the third month following the year of the Superintendent's disability, unless (i) it is administratively impracticable to make the payment by the end of such 2½-month period or making the payment would jeopardize the ability of the District to continue as a going concern, (ii) such impracticality or ability to continue was unforeseeable and (iii) the payment is made as soon as reasonably practicable. During any period when the Superintendent is unable to perform any or all of her duties by reason of illness or accident, the Board may appoint a person as acting superintendent until the Superintendent is able to resume her duties if the Board determines it is in the best interests of the District to do so.

6.6 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- c. Insubordination or failure to comply with lawful written Board directives;
- d. Failure to comply with written Board Policies or District administrative regulations;
- e. Neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages;
- g. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;

- h. Conviction of a felony or crime involving moral turpitude;
- i. Failure to meet the District's standards of professional conduct;
- j. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- k. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
- l. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- m. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's activities;
- o. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- p. Except as otherwise set forth herein, failure to fulfill requirements for superintendent certification;
- q. Failure to fulfill the requirements of a deficiency plan under an Emergency Plan; or,
- r. Any other reason constituting "good cause" under Texas law.

6.7 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.

VII. Miscellaneous

7.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performed in Harris County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation and/or enforcement of this Contract shall be in Harris County, Texas.

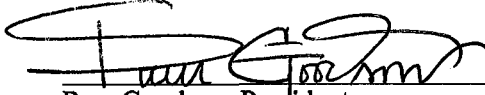
7.2 Complete Agreement and Amendment. This Contract embodies the entire agreement between parties hereto and supersedes all other agreements and understandings, both written and oral. Any additions, deletions, or modifications to the terms and conditions of this Contract, including but not limited to changes in the term of the Contract or the annual base salary of the Superintendent, shall be made only by written addendum or new contract signed by both parties.

7.3 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Employment 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.

7.4 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held 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.

7.5 Section 409A. The parties intend that this Contract be interpreted in a manner to be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and, where not so exempt, to be in compliance therewith. The Superintendent (and/or the Superintendent's beneficiary, as applicable) shall have no right to dictate the taxable year in which any payment hereunder that is subject to Section 409A of the Code should be paid. Notwithstanding anything to the contrary, to the extent required by Section 409A of the Code: (a) the amount of expenses eligible for reimbursement or to be provided as an in-kind benefit under this Contract with respect to a calendar year may not affect the expenses eligible for reimbursement or to be provided as an in-kind benefit in any other calendar year; (b) the right to reimbursement or in-kind benefits under this Contract shall not be subject to liquidation or exchange for another benefit; and (c) no reimbursements shall be made after the last day of the calendar year following the calendar year that the expense was incurred.

EXECUTED this 27th day of June 2019.



Pam Goodson, President
Board of Trustees Spring Branch Independent
School District

Date: June 27, 2019


ATTEST:



Minda Caesar, Secretary
Board of Trustees Spring Branch Independent
School District

Date: June 27, 2019

EXECUTED this 27th day of June 2019.



Dr. Jennifer Blaine

Date: June 27, 2019