

SUPERINTENDENT'S EMPLOYMENT CONTRACT

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

THIS SUPERINTENDENT'S CONTRACT ("Contract") is made and entered into effective the ____ day of January, 2021, by and between the Board of Trustees (the "Board") of the Galveston Independent School District (the "District") and Jerry Gibson, Ed.D. (the "Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. TERM

1.1 Term. The Board does hereby employ the Superintendent, and the Superintendent does hereby accept employment, as Superintendent of Schools for the District for a term commencing on February 1, 2021, and ending on January 31, 2024. The Board may, with the consent and approval of the Superintendent, extend the term of this Contract at any time during its term and as permitted by state law.

1.2 No 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 Primary Duties. The Superintendent is the chief executive of 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 lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, and District policy, rules, and regulations as they exist or may hereafter be amended. Specifically, his duties and responsibilities shall include but shall not be limited to those outlined by Section 11.201(d) of the Texas Education Code. 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 may only be accepted by the Board. The Superintendent shall perform these duties with reasonable care, diligence, skill, and expertise, consistent with the Board's goal of high academic performance for the District's students. 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 Certifications. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification, the Texas Education Agency, or such successor agency charged with issuing educator certifications by the State of Texas, and shall also maintain any other certificates required by law.

2.3 Reassignment. The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 Board Meetings. The Superintendent shall attend all meetings of the Board and its Committees, both public and closed, with the exception of those closed Board meetings devoted to (1) the consideration of any action or lack of action on the Superintendent's Contract, or (2) the Superintendent's evaluation, or (3) for purposes of resolving conflicts between individual Board members, or (4) instances when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all 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 the District's Board policies.

2.6 Indemnification. To the extent it may be permitted to do so 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 Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District, provided that the Superintendent provides the Board with notice of any such claim within a reasonable period of time; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent 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, or engaged in criminal conduct; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall by agreement of Superintendent and the Board if such legal counsel is not also District's legal counsel. If a legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this contract.

3. COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of Two Hundred and Forty-Five Thousand Dollars (\$245,000.00). 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 in Section 3.1 of this Contract without Superintendent's written consent. In such an event, the Board and the Superintendent shall thereafter execute a new contract or contract amendment incorporating the agreed-upon, adjusted salary.

3.3 Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, the greater of ten (10) non-duty days or the same number of non-duty days authorized by policies adopted by the Board for administrators on twelve (12) month contracts. These non-duty days may be taken in a single period or at different times. The non-duty 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 Contract. Accrued but unused non-duty days, up to a maximum of ten (10) days annually, shall accumulate and carry forward from year to year during the term of this Contract. At the sole option of the Superintendent, either at the end of each year of the term of 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 at the Superintendent's daily rate of pay as of the payment date. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve (12) month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve (12) month contracts.

3.4 Insurance. The District shall pay the same premiums or portions of premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its employees.

3.5 Professional Growth. The Superintendent shall devote his time, attention, and energy to the performance of his duties and the direction, administration, supervision, and academic performance of the District and its schools. The Board, however, encourages the

continued professional growth of the Superintendent through the Superintendent's participation in appropriate professional meetings at the local, regional, state, and national levels, provided that such activities do not conflict with his duties. The Board encourages the use of data and information sources and the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform his duties. The Board shall permit a reasonable amount of time for the Superintendent to attend such seminars, courses, or meetings as the Superintendent and the Board deem appropriate. The District shall pay for the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships that are reasonably necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership, if approved in advance by the Board.

3.6 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic organizations, such as the chamber of commerce, civic clubs, governmental committees, and educational organizations, provided that such activities do not conflict with his duties. The Board concludes that reasonable 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: (1) such offices or responsibilities do not interfere with the performance of his duties, and (2) the Board consents in advance to Superintendent holding any such office. The Board will notify the Superintendent if it learns of any activity which it believes presents a conflict or interferes with the performance of the his duties. 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, subject to advance Board approval.

3.7 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 reasonable actual and incidental costs incurred by the Superintendent for travel. 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, and shall provide the Board with a monthly report of all such costs and expenses incurred during the preceding month.

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

Superintendent shall be solely responsible for any federal income taxes or other taxes applicable to this payment.

3.9 Annual Physical Examination. The Superintendent shall undergo an annual physical examination performed by the Superintendent's primary care physician, or other physician selected by the Superintendent and approved by the Board President, such approval not to be unreasonably withheld. The physician shall submit a confidential statement to the Board President verifying the Superintendent's fitness to perform the essential functions of his job, and copies of all such statements shall be confidential to the extent permitted by law. The District shall pay the reasonable costs of each annual physical examination. The examination shall be performed on or before January 31 of each year of this Contract, unless otherwise mutually agreed to by the Superintendent and Board President. Any other health information obtained by Board members about the Superintendent through sources other than the annual physical shall be kept strictly confidential, to the greatest extent permitted by law.

3.10 Performance-Based Incentive Program. The Board and the Superintendent shall work together to develop a performance-based incentive program for the Board's consideration and adoption. The program shall be based on an objective analysis of data and information related to meeting or surpassing the goals and goal progress measures adopted by the Board in accordance with Section 4.1 of this Contract. It is the intent of the parties that the program will be developed so that the 2021-2022 school year may serve as an initial baseline, with performance during the 2022-2023 school year serving as the first opportunity for the Superintendent to qualify for additional compensation. The program may be amended, revised, or terminated by the Board during the term of this Contract or any extension thereof, based on changes to the goals and goal progress measures, the Texas student assessment program, the Texas district and campus accountability program, or other factors that the Board determines require such amendment, revision, or termination. Any additional compensation to the Superintendent as a result of the program shall be memorialized by a written Amendment to this Contract approved by the Board and signed by both parties.

4. ANNUAL PERFORMANCE GOALS

4.1 Development of Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District on or before July 1 of each school year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals and also recommended goal progress measures. The Superintendent and the Board shall meet annually to assess the District's progress in achieving the goals, and the Board may adjust or revise the goals either by its own action or by approving a recommendation of the Superintendent. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be the primary criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals shall be published on the District's web site. The Board agrees to work with and support the Superintendent in achieving the District Goals.

5. 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 during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to his performance of his duties and the duties of the Superintendent as outlined in the Superintendent's job description and Section 11.201 (d) of the Texas Education Code, and shall be based primarily on the District's progress towards accomplishing the District Goals.

5.2 Confidentiality. Unless the Superintendent and the Board expressly agree otherwise 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 Procedures. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. 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. The evaluation and response, if any, shall become a permanent attachment to the evaluation in the Superintendent's personnel file. 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.

6. EXTENSION OR NONRENEWAL OF EMPLOYMENT CONTRACT

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

7. 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 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 the Board's policies or the District's 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 other 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 impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct the Board determines is 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;
- (o) Knowingly falsifying records or documents related to the District's activities;
- (p) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;

- (q) Failure to fulfill requirements for superintendent certification;
- (r) Repeated failure to meet the goals and/or goal progress measures established in accordance with Section 4.1 of this Contract; or
- (s) Any other reason constituting "good cause" under Texas law.

7.4 Termination Procedure. In the event that the Board terminates 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. The resignation must be addressed to the Board and filed not later than the sixtieth (60th) 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.

8. MISCELLANEOUS PROVISIONS

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Galveston 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. All existing agreements 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.

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 term of 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.


[Signature Page Follows]

GALVESTON INDEPENDENT SCHOOL DISTRICT

By: 
Mr. Anthony Brown
President, Board of Trustees

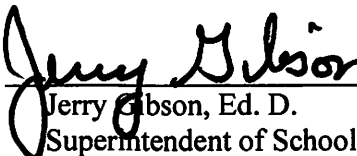
Executed this 6 day of January, 2021.

ATTEST:

By 
(Monica Wagner)
Secretary, Board of Trustees

Executed this 6 day of January, 2021.

SUPERINTENDENT

By: 
Jerry Gibson, Ed. D.
Superintendent of Schools

Date: 1-6-21

Executed this 6th day of January, 2021.