

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 25th day of February 2021, by and between the Board of Trustees (the "Board") of the Stafford Municipal School District (the "District") and Dr. Robert Bostic (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:

I. Term

1.1 **Term.** 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 from February 25, 2021 through June 30, 2025. Each contract year shall consist of 226 days, beginning July 1st and ending June 30th of each respective year. 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.

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.

II. Employment

2.1 **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, district policy, rules, and regulations as they exist or may hereafter be amended. 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, recognize, 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 perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, 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 a valid certificate required of a superintendent by the State of Texas and issued by the State Board of Educator Certification or the Texas Education Agency and any other certificates required by law.

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. 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. 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 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 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 reasonable attorneys' fees incurred in any legal proceedings or legal actions 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 reasonable 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; excluding, however, any such demand, claim, suits, actions, judgments, expenses and reasonable 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; 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 may be made by the Superintendent if such legal counsel is not provided by the District and/or provided through insurance coverage maintained by the District. The Superintendent shall provide written notice within ten (10) days to the Board President and the District's school attorney, if the Superintendent selects an attorney pursuant to this paragraph.

As noted, a legal defense may be provided through insurance coverage, in which case Superintendent's right to select legal counsel provided for him will be subject to and depend solely 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.

III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of TWO HUNDRED NINETY-SIX THOUSAND AND SEVEN HUNDRED AND 44/100 DOLLARS (\$296,700.44). 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 except by mutual agreement of the two parties. In addition, effective July 1st of each remaining contract year in this Contract, the Board agrees to pay the Superintendent at least a minimum five percent (5%) annual increase in salary on top of his current salary. The parties further agree that during the Term of this Contract, as adjusted each respective contract year, that the Superintendent's overall compensation shall be no less than the overall compensation provided to the second highest paid 4A superintendent in Texas.

3.3 Vacation, Holiday and Personal Leave. The Superintendent shall be privileged to take, at the Superintendent's choice, the greater of twenty (20) vacation days annually or the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such times or times as will least interfere with the performance of the Superintendent's duties as set forth in the Contract. The Superintendent's accrued and unused vacation days shall carry over from year to year up to a maximum of ten (10) days. The Superintendent may request payment for ten (10) days of accrued but unused vacation days on June 30 of each year during the term of this Contract, to be paid at the Superintendent's "Daily Rate," determined by dividing the Superintendent's then current annual TRS creditable compensation by 226. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The term "legal holiday(s)" includes days for which the District's central administration office is closed. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.

3.4 Insurance. The District shall provide the Superintendent with the same standard group health-related insurance options available to other District employees.

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 institutions 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. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.

3.6 Civic Activities. 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 in writing 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, subject to advance Board approval.

3.7 Outside Consultant Activities. 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. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

3.8 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. 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.

3.9 Residency Requirement. As a condition of this Contract, the Superintendent shall establish and maintain permanent residence within Fort Bend County, Texas on or before August 1, 2014 and throughout the term of this Contract.

3.10 Texas Teacher Retirement System. The District shall supplement the Superintendent's annual salary by an amount equal to one-hundred percent (100%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on February 25, 2021 and continuing for the term of this Contract, with any extensions made by the Board for performance of Superintendent duties. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

3.11 Supplemental Retirement Plan. For each year during the term of this Contract, the District shall contribute to the Superintendent's Supplemental Retirement Plan on or before July 31 of each year during the term of this Contract. Any and all employer contributions made on or before the effective date of this Contract shall 100% vest with the Superintendent. On behalf of the Superintendent, if the Superintendent continues to be employed by the District as of July 1st of each respective contract year listed below, and if the Superintendent receives a satisfactory rating on his annual performance review under the goals and objectives established by the Board for the year being reviewed, then the Board shall make an annual contribution to the Superintendent's existing 403(b) or 457 plan in amounts as follows:

<u>On or Before July 1st</u>	<u>Amount</u>	<u>Vesting Date</u>
2021	\$15,000.00	July 1, 2022
2022	\$17,500.00	July 1, 2023
2023	\$20,000.00	July 1, 2024
2024	\$22,500.00	July 1, 2025

Each contribution to the Supplemental Retirement Plan and earnings thereon shall become vested with the Superintendent at the vesting date listed above, provided that the Superintendent is still employed with the District on that date. The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code") and a plan established under Section 401(a) of the Code where appropriate. 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. The 403(b) plan and a 401(a) 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 and 401(a) plan shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. Funds shall first be contributed to the 403(b) plan up to applicable limits and then to the 401(a) plan.

3.12 Additional Salary; Salary Deferral For each payroll period beginning February 25, 2021 and for each year thereafter during the term of this Contract, the District shall add to the monthly Salary of the Superintendent \$3,166.67 each month to contribute to a 457(b) and/or a 403(b) plan

("Additional Salary"). In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules, the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall at all times be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

3.13 Additional Supplemental Pay related to Performance: Superintendent's Supplemental Retirement Plan. In August of each Contract year, if the Superintendent is still employed as Superintendent, the following provision shall apply. In August of each Contract year, if the Superintendent receives a satisfactory rating (meets expectations) on his annual performance review under the goals and objectives established by the Board for the previous school year, and if any state-rated Stafford MSD campus, based on state assessment results for the previous school year, achieves an "A" rating or "B" rating by the Texas Education Agency Accountability Rating System, a one-time supplemental pay related to performance will be made in August of the then-current Contract year to the Superintendent for each state-rated Stafford MSD campus in the following fashion:

<u>Campus Rating</u>	<u>Payment Amount</u>
A	\$10,000.00
B	\$5,000.00

In addition, if all state-rated Stafford MSD campuses achieve an "A" rating by the Texas Education Agency, based on state assessment results for the previous school year, the Board agrees to pay the Superintendent an additional one-time supplemental performance payment in the amount of \$20,000 (Twenty Thousand Dollars and No/100 Dollars) in August of the then-current Contract year. Notwithstanding any other statement in this paragraph, in any respective Contract year, if any state-rated Stafford MSD campus is rated as an "F", then performance pay pursuant to this paragraph is not applicable and shall not be paid. If no ratings are provided by the Texas Education Agency, then the Board shall use other appropriate measures to determine if the Superintendent met the standards of performance.

This pay related to performance shall be considered an employer contribution to a supplemental retirement plan. The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code") and a plan established under Section 401(a) of

the Code where appropriate. 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. The 403(b) plan and a 401(a) 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 and 401(a) plan shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. Funds shall first be contributed to the 403(b) plan up to applicable limits and then to the 401(a) plan.

3.14 Longevity Pay. In order to encourage continuity of leadership in the District, the District wishes to provide additional compensation to the Superintendent for reaching certain longevity goals. This longevity payment shall be made as follows: For each contract year of service with the District, the District shall supplement the Superintendent's monthly salary by \$2,555.14 and shall pay this amount to the Superintendent by regular payroll installments for twelve months beginning on February 25, 2021 and shall be reported as creditable compensation to TRS.

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 Board agrees to work with and support the Superintendent in achieving the District Goals.

V. Review of Performance

5.1 Time and Basis of Evaluation. The Board shall formally evaluate and assess in writing the performance of the Superintendent at least once annually in June or other mutually agreed upon month during each year of this Contract. The evaluation and assessment shall be reasonably related to the Superintendent's duties as outlined in the Superintendent's job description, the District's goals, and lawful Board directives. The Superintendent shall provide a written reminder to the Board of its evaluation obligation at least 30 days prior to the Regular Called Board Meetings in June or other mutually agreed upon month. The evaluation format and procedure shall comply with Board policy and state and federal law. The Superintendent may provide written information to the Board for consideration in the evaluation. In consideration of possible contract extension, the Board may also perform a mid-year review of the Superintendent's job performance during the month of January of each respective contract year.

5.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, 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 procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with 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 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 Extension of Employment Contract

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

6.2 Extension. At any time during the Contract term, the Board may, in its discretion, with the consent and approval of the Superintendent, extend the term of this Contract, as permitted by state law. Failure to extend the term of this Contract shall not constitute nonrenewal under Board policy.

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 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 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;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; or,
- (q) 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 (a) written notice and a reasonable opportunity (at least seventy-two (72) hours) to resign before an item appears on a public Board of Trustees agenda regarding termination of the Superintendent; and (b) 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 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 Fort Bend 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. This Contract supersedes any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to 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. 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.

8.5 Notices.

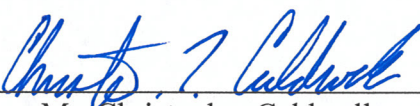
a. To Superintendent: The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

b. To Board: The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

8.6 Legal Representation. Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

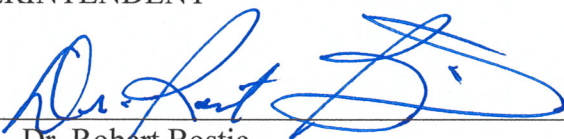
This Contract was approved by the SMSD Board of Trustees at its duly called and posted meeting on the 25th day of February, 2021. Email-PDF or electronic signatures shall be treated as original signatures.

STAFFORD MUNICIPAL SCHOOL DISTRICT

By: 
Mr. Christopher Caldwell
President, Board of Trustees

Executed this 4th day of March, 2021.

SUPERINTENDENT

By: 
Dr. Robert Bostic

Executed this 4th day of March, 2021.