

2.2 **Representations.** The Superintendent makes the following representations:

(a) **Beginning of Contract.** At the beginning of this Contract, and at any time during the Contract, the Superintendent specifically agrees to submit to a review of his national criminal history record information (NCHRI) if required by the District, TEA, or SBEC.

(b) **During Contract.** The Superintendent also agrees that, during the term of this contract, the Superintendent will notify the Board, in writing of any arrest and of any indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Superintendent, other than routine traffic citations. The Superintendent agrees to provide such notification in writing within seven (7) calendar days of the event or any shorter period specified in Board Policy.

(c) **False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

2.3 **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 for Educator Certification or the Texas Education Agency and any other certificates required by law and shall provide evidence of such certification 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 the personnel files of the District. Failure to maintain valid and appropriate certification shall render this Agreement void, and any material misrepresentation by the Superintendent in any records provided to the District shall be grounds for termination.

2.4 **Reassignment.** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be reassigned from the position of superintendent to another position in the District except by mutual written agreement of the parties.

2.5 **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.

2.6 **Criticisms, Complaints, and Suggestions.** With the exception of those directed at the performance or conduct of the Superintendent, 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.

2.7 **Outside Employment.** The Superintendent may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District. For any such outside employment, the Superintendent agrees to comply with applicable rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.

2.8 **INDEMNIFICATION.** 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 INDEMNIFY, DEFEND, AND HOLD THE SUPERINTENDENT HARMLESS REGARDING ANY CLAIMS, DEMANDS, DUTIES, ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE SUPERINTENDENT, OR DAMAGES INCURRED BY THE SUPERINTENDENT, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES, IN HIS INDIVIDUAL OR OFFICIAL CAPACITY FOR ANY ACT OR FAILURE TO ACT INVOLVING THE EXERCISE OF JUDGMENT AND DISCRETION WITHIN THE NORMAL COURSE AND SCOPE OF HIS DUTIES AS SUPERINTENDENT OF THE DISTRICT, TO THE EXTENT AND TO THE LIMITS PERMITTED BY LAW. THIS PARAGRAPH DOES NOT APPLY IF THE SUPERINTENDENT IS FOUND TO HAVE MATERIALLY BREACHED THIS AGREEMENT, TO HAVE ACTED WITH GROSS NEGLIGENCE OR WITH INTENT TO VIOLATE A PERSON'S CLEARLY ESTABLISHED LEGAL RIGHTS, OR TO HAVE ENGAGED IN OFFICIAL MISCONDUCT OR CRIMINAL CONDUCT, NOR DOES IT APPLY TO CRIMINAL INVESTIGATIONS OR PROCEEDINGS. THE DISTRICT MAY, AT ITS DISCRETION, FULFILL ITS OBLIGATION UNDER THIS PARAGRAPH BY PURCHASING APPROPRIATE INSURANCE COVERAGE FOR THE BENEFIT OF THE SUPERINTENDENT OR BY INCLUDING THE SUPERINTENDENT AS A COVERED PARTY UNDER ANY CONTRACT PROVIDING ERRORS AND OMISSIONS INSURANCE COVERAGE PURCHASED FOR THE PROTECTION OF THE BOARD AND THE PROFESSIONAL EMPLOYEES OF THE DISTRICT. THE BOARD MAY RETAIN ATTORNEYS TO REPRESENT THE SUPERINTENDENT IN ANY PROCEEDING FOR WHICH HE COULD SEEK INDEMNIFICATION UNDER THIS PARAGRAPH, TO THE EXTENT THAT DAMAGES ARE RECOVERABLE OR A DEFENSE IS PROVIDED, UNDER ANY SUCH CONTRACT OF INSURANCE. NO INDIVIDUAL MEMBER OF THE BOARD SHALL BE PERSONALLY LIABLE FOR INDEMNIFYING AND DEFENDING THE SUPERINTENDENT UNDER THIS PARAGRAPH. 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. NO INDIVIDUAL MEMBER OF THE BOARD SHALL BE PERSONALLY LIABLE FOR INDEMNIFYING OR DEFENDING THE SUPERINTENDENT UNDER THIS SECTION 2.6. THE DISTRICT'S OBLIGATION UNDER THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of TWO HUNDRED EIGHTY ONE THOUSAND TWO HUNDRED TWENTY AND 12/100 DOLLARS (\$281,220.12). This annual salary rate shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

(a) **Bonuses.** In addition to the annual salary set forth in this Agreement, the District, at the Board's sole discretion, may also, but is not required to, pay the Superintendent discretionary annual performance or retention bonuses. The amount of such discretionary annual bonuses, if any, shall be determined at the Board's sole discretion and shall be based upon such factors as the Board may deem appropriate. If awarded, the discretionary annual bonuses for the performance shall be paid to the Superintendent on or before June 30th of the year in which bonuses are awarded.

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. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

IV. Supplemental Benefits

4.1 **Automobile – Allowance.** The Board shall provide the Superintendent with an automobile allowance for in-District travel in the sum of Eight Hundred and No/100 Dollars (\$800.00) per month. In addition to the allowance provided herein, the Board shall reimburse the Superintendent for out of District travel incurred by the Superintendent in accordance with the provisions of Section 4.7 hereof.

4.2 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrators 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 time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent may carry over unused vacation days to succeeding years; however, the total number of accrued vacation days may not exceed forty (40) days. At the time the Superintendent terminates his employment with the District, he must submit unused vacation days to be paid at his current daily rate, not to exceed forty (40) days. The Superintendent's daily rate shall be calculated by dividing the Superintendent's then-current salary by 238. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

4.3 **Insurance.** The District shall provide the Superintendent and the Superintendent's family with all insurance and/or other benefits on the same basis as other twelve-month administrative employees with the District.

(a) During the Superintendent's employment with the District, the District shall pay the premium for disability insurance coverage, under the plan provided by the District for its administrative employees, to provide the equivalent of his then annual salary, or the maximum amount available by law, in the event of his disability.

(b) During the Superintendent's employment with the District, the District shall pay the premium for the purchase of a term life insurance policy, under the plan provided by the District for its administrative employees, on the life of the Superintendent in the amount of the Superintendent's then annual salary. The life insurance provided hereunder shall be owned by the Superintendent having the sole right to determine the beneficiary and to the cash surrender value of the life insurance policy, if any, at any time during the initial term or any renewal term of this Agreement and following its termination or expiration. If the Superintendent obtains any additional life insurance, including but not limited to any offered to District employees through a District plan, he is solely responsible for payment of the premiums on such plan.

4.4 **Business Expenses.** The District shall pay the Superintendent One Thousand Nine Hundred Eighty-Five Dollars and Forty-Five Cents (\$1,985.45) per month for discretionary District business expenses that may be incurred by the Superintendent in the performance of his duties but that are not directly reimbursed by the District, e.g., meal and event expenses for gatherings with Board members, employees, business contacts, and others who have a relationship with the District.

4.5 **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 for this purpose, including but not limited to 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.

4.6 **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.

4.7 **Expenses.** The District shall pay or reimburse the Superintendent for reasonable out-of-district expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay reasonable actual and incidental costs necessarily incurred by the Superintendent for travel outside the District in conducting District business. Such actual or incidental costs shall not exceed State of Texas reimbursement guidelines applicable to employees of the State of Texas, and 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.

4.8 The District will provide the Superintendent a laptop computer, and necessary computer support. The Superintendent shall be allowed to use such equipment for both District and personal

business. The Superintendent will return the equipment outlined herein upon termination of this Contract, as outlined herein.

4.9 **Texas Teacher Retirement System.** During the Superintendent's employment with the District, the District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"). This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution. 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.

V. Annual Performance Goals

5.1 **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 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. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

VI. Review of Performance

6.1 **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 the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

6.2 **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.

6.3 **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 under the modified instrument, format and/or procedure.

VII. Extension or Nonrenewal of Employment Contract

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

does not renew this Agreement, the Superintendent shall be afforded all rights set forth in the Board's Policies and state and federal law.

VIII. Termination of Employment Contract

8.1 **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.

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

8.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause as that term is applied under Texas law. If the Superintendent chooses to engage the services of legal counsel to represent him in any such matter, he shall pay the costs thereof. Examples of the term "good cause" are provided 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;
- (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 a Board member, employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to maintain or fulfill requirements for superintendent certification; or
- (q) Any other reason constituting "good cause" under Texas law.

8.4 **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.

8.5 **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board under and pursuant to applicable Texas law.

8.6 **Disability.** Should the Superintendent become unable to perform any or all of the duties of his position by reason of illness, accident or other cause, and said disability exists after all sick leave and vacation time has been exhausted, the Superintendent shall be entitled up to one hundred eighty (180) days of leave of absence for temporary disability. During any time period in which the Superintendent is temporarily disabled, the Board may designate or appoint another employee to perform the Superintendent's duties. If such disability continues after the exhaustion of all sick leave and vacation time and one hundred eighty (180) additional days of temporary disability, or if such disability is permanent or irreparable as determined by the physician mutually acceptable to the Board and the Superintendent, or such disability is of such nature as to make performance of the Superintendent's duties impossible, the Board may, at its option, terminate this Agreement, whereupon the respective rights, duties and obligations herein stated shall terminate.

IX. Miscellaneous

9.1 **Release of personnel information.** If you have not previously requested in writing that the District maintain the confidentiality of certain personnel information pursuant to Section 552.024 of the Texas Government Code, such information may be subject to public access. You understand and agree that it is your responsibility to update your preference in writing if at any time you wish to change your selection or in the event of any change in law. You understand that regardless of your selection under Section 552.024, the District maintains the right to provide information to the Texas Education Agency in compliance with Texas Education Code §21.006 or 19 T.A.C. §249.14 in the event that you are a witness to, or the subject of, a District investigation regarding employee misconduct.

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

9.3 **Entire Agreement.** This Contract constitutes 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. This Agreement shall be deemed drafted equally by all Parties hereto, and any presumption or principle that the language herein is to be construed against either the Board or the Superintendent shall not apply.

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

9.5 **Severability.** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of

this Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

9.6 **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.

9.7 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

9.8 **Notice 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 any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained here.

9.9 **Notice 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 by the District.

9.10 **Multiple Originals.** This Agreement is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

9.11 **Acknowledgments.** The Board and the Superintendent acknowledge that they have carefully read this Agreement, that they have consulted with their attorneys or representatives prior to executing this Agreement, that they have had an opportunity for review of it by their attorneys or representatives, that they fully understand its final and binding effect, that the only promises made to them to sign this Agreement are those stated above and that they are signing this Agreement voluntarily. The Board and the Superintendent also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute this Agreement. The Board and the Superintendent agree that an electronic signature is the legally binding equivalent to a handwritten signature, and has the same validity and meaning as a handwritten signature.

NORTHWEST INDEPENDENT SCHOOL DISTRICT

By: Judy Copp
President, Board of Trustees

ATTEST:

By: A. Gillian Rauch
Secretary, Board of Trustees

Executed this 29th day of June 2020.

SUPERINTENDENT

By:  _____
Dr. Ryder Warren

Executed this 29th day of June 2020.