

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 §
COUNTY OF DUVAL §

KNOW ALL MEN BY THESE PRESENTS:

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 27th of January, 2022, by and between the Board of Trustees (the "Board") of the BENAVIDES INDEPENDENT SCHOOL DISTRICT (THE "DISTRICT") and Dr. Marisa Chapa ("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 for a term of three (3) year, commencing on the 1st day of July, 2022 and ending on the 1st day of July, 2025. 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 thereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional and nonprofessional employees of the District subject to the Board's approval. 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 directive, the Board's policies, and the 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 and all 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. Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Contract or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.

2.5 CRITICISMS COMPLAINTS AND SUGGESTIONS. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such action.

2.6 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 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 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 and does arise in the future from an act or omission of Superintendent as an employee of the District; excluding, however, any such demand, claims, 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, with conscious indifference or reckless disregard; 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 be the District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for her 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 and 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 Ninety-Three Thousand Seven Hundred Fifty Dollars (\$93,750 Base). 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, view 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 shall be made pursuant to a lawful Board resolution. The Superintendent may be entitled to a salary increase in a proportion equal to any salary increase provided to other administrators with the District. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 VACATION, HOLIDAY AND PERSONAL LEAVE. The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, 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 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.

3.4 INSURANCE – HEALTH. The District shall pay the premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees. For so long as the Superintendent is not eligible for coverage under the District's group health insurance plan, the District agrees to pay to the Superintendent the sum of no more than Nine Hundred and No/100 Dollars (\$900.00) per month to allow her to continue her existing health insurance coverage. This allowance shall be paid in addition to the salary stated in Section 3.1 above, but will terminate immediately upon becoming eligible for coverage, whether or not the Superintendent elects to be covered by the District.

3.5 PROFESSIONAL GROWTH. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The 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. (A maximum of \$4,000.00 per year will be allocated under the budget and said sum will be used for the purpose of reimbursing the Superintendent for actual expenses incurred as per District Policy).

The District shall pay the Superintendent's membership dues to no more than two professional associations selected by the Superintendent, in order to promote the maintenance and improvement of the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance or membership. (\$750.00)

3.6 CIVIC ACTIVITIES. The Superintendent is encouraged to participate in community and civic affairs.

3.7 OUTSIDE CONSULTANT ACTIVITIES. The Superintendent at his own expense and on his own time may serve as a consultant or undertake speaking engagements, writing, lecturing or other professional duties and obligations (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses and/or be paid an honorarium for such Consulting Services at no expense to the District. Consultation 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. 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. (A maximum of \$2,000.00 per year will be allocated under the budget and said sum will be used for the purpose of reimbursing the Superintendent for covered expenses, incurred, as per District Policy.)

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 and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

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 during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

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 the provisions of Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or 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. EXTENSION OR NON-RENEWAL OF EMPLOYMENT CONTRACT

6.1 EXTENSION OR NON-RENEWAL shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

VII. TERMINATION OF EMPLOYMENT CONTRACT

7.1 MUTUAL AGREEMENT. The Contract shall be terminated by the mutual agreement of the Superintendent, 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, and 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. 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.

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

7.5 RESIGNATION OF SUPERINTENDENT. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. 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

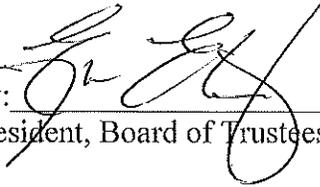
8.1 CONTROLLING LAW. This Contract shall be governed by the laws of the State of Texas and shall be performable in Duval County, Texas, unless otherwise provided by law.

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

8.3 CONFLICTS. In the event of any conflict between the terms, conditions and provisions of this 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.

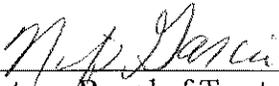
8.4 SAVINGS CLAUSE. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as 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.

BENAVIDES INDEPENDENT SCHOOL DISTRICT

By: 

President, Board of Trustees

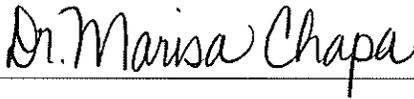
ATTEST:

By: 

Secretary, Board of Trustees

Executed this 27th day of JANUARY, 2022.

SUPERINTENDENT

By: 

Executed this 27th day of Jan., 2022.