

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS                   §

COUNTY OF TRAVIS                   §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the Manor Independent School District (the "District") and Dr. Robert Sormani (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code and District policy, have agreed, and do hereby agree, as follows:

### 1. TERM

*1.1 Employment.* 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 approximately three (3) years, commencing on the 1<sup>st</sup> day of May, 2023 and ending on the 30th day of June, 2026. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law.

*1.2 No Right of Tenure.* The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, and no property interest, express or implied in continued employment beyond the term of the Contract.

### 2. EMPLOYMENT

*2.1 Duties.* The Superintendent shall faithfully perform the duties of the Superintendent of schools for the District as prescribed by §11.1512, §11.1513 and §11.201(d) of the Texas Education Code, in the job description and as may be lawfully assigned by the Board. The Superintendent shall comply with all lawful Board directives, state and federal law and regulations, district policy, rules, and regulations as they exist or may hereafter be adopted or amended.

The Superintendent shall be the educational leader and chief executive officer of the District. Specifically, it shall be the duty of the Superintendent to employ all 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 agrees to perform his duties as follows:

*2.1.1. Authority.* The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and, except for those duties of the Superintendent prescribed by law, to make changes in responsibilities or work at any time during the Contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

*2.1.2 Standard.* Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill and diligence. The Superintendent agrees to maintain the required certification throughout the term of employment with District. If the Superintendent's certification has expired, is cancelled, or is revoked, this Contract is voidable.

*2.2 Professional Certification and Records.* This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Contract voidable. Any knowing misrepresentation may be grounds for dismissal.

*2.3 Criminal History Record.* At the beginning of this Contract, and at any other 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, the Texas Education Agency, or the State Board of Educator Certification. The Superintendent understands that a criminal history record acceptable to the Board, in its sole discretion, is a condition precedent to this Contract. The Superintendent also agrees that, during the term of this Contract or any extension thereof, the Superintendent shall notify the Board, in writing, of any arrest, charge, indictment, conviction, no contest or guilty plea, pre-trial diversion, or other adjudication of the Superintendent, excepting only class "C" misdemeanor traffic offenses and class "C" game law offenses. The Superintendent shall also notify the Board of any suspension or revocation of his driver's license. The Superintendent agrees to provide such notification in writing to the Board within three (3) calendar days of the event.

**2.4 False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any knowing false statements, misrepresentations, omissions of requested information, or fraud made by the Superintendent in or concerning any required or requested records or in the employment application itself may be grounds for termination or non-renewal, as applicable.

**2.5 Residency Requirement.** The Superintendent shall have until December 31, 2023 to establish a residence within the District. Thereafter during the Term of this Contract, the Superintendent, while serving as Superintendent of the District, agrees to reside within the boundaries of the Manor Independent School District.

**2.6 Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

**2.7 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 discussion or the consideration of any action or lack of action on the Superintendent's contract, or the Superintendent's evaluation, for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. At any time that the Board shall ask the Superintendent to be excused from the executive session of board meetings, as set forth in this section 2.7, it is agreed that at such time the legal counsel for the Board is required to be present with the Board in executive session at all board meetings or a telephone or video conference call under §551.129 of the Texas Government Code.

**2.8 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.

**2.9 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 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; 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 in good faith by the Board of Trustees 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 shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also 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 him will depend on the terms of the applicable insurance contract. To the extent this Section 2.9 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 2.9 shall survive the termination of this Contract.

2.10 *Employment of Familial Relations.* The Superintendent and any person related to the Superintendent by affinity or consanguinity shall at all times be subject to the provisions of Texas Government Code Chapter 573 and Board policy DBE (Legal). Employment of familial relations in any degree of affinity or consanguinity must be in full compliance therewith and must be previously disclosed to the Board of Trustees or approved by the Board of Trustees if such is required by Board policy DC (Local).

### 3. COMPENSATION

3.1 *Salary.* The District shall provide the Superintendent with an annual salary in the sum of TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$245,000.00). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Texas Education Code Sections 21.4021 and/or 21.4032.

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, by mutual agreement of the two parties.

3.3 *Holidays and Leave.* The Superintendent may take, at the Superintendent's choice, the greater of (i) ten (10) days of vacation annually or (ii) 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 not substantially interfere with the performance of the Superintendent's duties as set forth in this Contract. Accrued but unused vacation days shall accumulate and carry forward from year to year during the term of this Contract, up to a maximum of twenty (20) days. 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, the days to be in a single period or at different times.

### 3.4 *Other Benefits.*

3.4.1 *Sick Leave Benefits.* The Superintendent shall be entitled to the same benefits of all state and local sick leave provisions in the same manner as other professional employees of the School District.

3.4.2 *Health, Life and Dental Insurance.* The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage, for the Superintendent as it does for other administrative employees of the District, pursuant to the group health care plan(s) provided by the District for its other administrative employees.

3.4.3 *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside the District. 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.

3.4.4 *Supplemental Retirement Plan.* Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of thirty-five percent (35%) of the annual maximum voluntary contribution allowable under section 402(g) of the Code for a 403(b) and 457(b) Plan, at the beginning of the Contract year ("Additional Salary"). One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. 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 that is (i) established by the District under Section 403(b) and/or Section 457(b) of the Code; and (ii) available to all TRS members employed by the District. 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 always 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.

*3.4.5 Moving and Relocation Expense.* In connection with the necessary relocation of the Superintendent to the District, the District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving and relocating at actual cost. The Superintendent shall document all moving and relocation expenses with receipts, cancelled checks or credit card statements, and the District shall reimburse the Superintendent for all such documented expenses within thirty (30) days of the District's receipt of such documented expenses.

*3.5 Benefits.* In addition to the benefits specifically described in this Contract, the District shall provide benefits to the Superintendent as provided to District employees by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the expenditures of the school district on those benefits provided solely pursuant to state law and/or Board policy at the Board's sole discretion.

#### **4. REVIEW OF PERFORMANCE**

*4.1 Development of Goals.* The Superintendent shall submit to the Board a preliminary list of goals for the District each 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. 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 District Goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

*4.2 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. At the discretion of the Board, the Board may evaluate the performance of the Superintendent more frequently, as needed. 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. All evaluation documents, assessment records and other documents involved in the review of performance are confidential in accordance with the law.

*4.3 Evaluation Format and Procedure.* 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. That response 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, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

*4.4 Confidentiality.* Unless the Superintendent expressly requests otherwise in writing to the Board, 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 his respective legal counsel.

## **5. RENEWAL/NONRENEWAL**

*5.1 Renewal or nonrenewal shall be in accordance with the Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. As required by the provisions of Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice of a proposed nonrenewal, not later than thirty (30) days before the last day of the Contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.*

*5.2 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.

## **6. TERMINATION OF EMPLOYMENT CONTRACT**

*6.1 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.

*6.2 Death, Disability, Retirement.* This Contract shall be terminated upon the death of the Superintendent, upon the disability of the Superintendent as agreed in this Contract, or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

6.3 *Dismissal for Good Cause.* The Board may dismiss the Superintendent at any time 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) Knowing 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.

6.4 *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.



6.5 *Termination Procedure.* In the event that the Board proposes to terminate this Contract for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

## **7. NON-DISTRICT RELATED PROFESSIONAL ACTIVITIES**

7.1 *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 and participation in appropriate professional meetings at the local, regional, state, and national levels which do not interfere with the Superintendent's job duties and performance. 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 Superintendent shall be limited to a maximum of two (2) such seminars or courses per school year with enrollment or registration costs to be borne by the District. All other seminars or courses shall require prior Board approval.

7.2 *Civic Activities.* The Superintendent is encouraged to become a member of and participate in community and civic activities, including the chamber of commerce, civic clubs, governmental committees, and educational organizations with prior Board approval. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District and accordingly, agrees to reimburse the Superintendent for membership dues or fees associated with such organizations as approved by the Board within thirty (30) days of the District's receipt of such documented expenses. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his/her duties as Superintendent.

7.3 *Professional Organizations.* The Superintendent may attend and participate in one (1) appropriate national education conference and three (3) Texas education conferences per year with the expenses of such attendance, including annual membership fees for the Texas Association of School Administrators ("TASA") and up to two additional (2) professional organizations, to be borne by the District. The Superintendent may participate fully in the work of appropriate professional associations to the extent of holding office or accepting the responsibility of assignment if elected or appointed.

7.4 *Outside Consultant Activities.* With the prior approval of the Board, the Superintendent may undertake writing, consultative work, teaching and speaking engagements; or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services"), provided, however, that the expense of such activities shall not be borne by the School District and that provided such activities do not detract from the performance of his duties and responsibilities as Superintendent of Schools. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense 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.

## 8. MISCELLANEOUS

8.1 *Controlling Law.* This Agreement shall be governed by and construed under the laws of the State of Texas, and all obligations created herein are performable in Travis County, Texas. The Parties agree that venue for any litigation related to the Superintendent's employment with the district, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.

8.2 *Amendment.* This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

8.3 *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 enforceability 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 representations, agreements or contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term stated herein have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended in writing pursuant to the terms of this Contract.

8.4 *Paragraph Headings.* The headings used in the beginning of each numbered paragraph of 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.

8.5 *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 or execution of this Contract.

8.6 *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.

8.7 *Programs.* The Board and District agree that Dr. Sormani's son will be allowed to enroll in any District program for which he academically qualifies including the MHS P-Tech program, the Manor Early College High School, or the Manor New Tech High School if he enrolls in Manor ISD and will not be excluded from any such programs based on missed deadlines.

EXECUTED this the 28th day of April 2023

MANOR INDEPENDENT SCHOOL DISTRICT

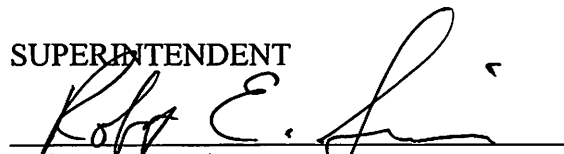
BY:

  
President, Board of Trustees

ATTEST:

  
Secretary, Board of Trustees

SUPERINTENDENT

  
Robert Sormani