

EMPLOYMENT CONTRACT

THE STATE OF § TEXAS §
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COUNTY OF §
ELLIS §

The Employment Contract ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the Ferris Independent School District (the "District") and Mr. Hector Madrigal (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority Section 11.201 and Chapter 21 of the Texas Education code have agreed, and do hereby agree, as follows:

1. TERM

- 1.1 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. The Superintendent originally began service as Superintendent for the District commencing on February 21, 2023 with a term ending on June 30, 2026. On November 28, 2023, at a duly called and lawfully held meeting of the Ferris Independent School District Board of Trustees, the Board elected to extend the Superintendent's contract to a term ending June 30, 2027. 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 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, or claim of entitlement is created beyond the contract term.

2. EMPLOYMENT

- 2.1 Duties. The Superintendent is the chief executive administrator for 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 adopted or amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill and expertise and in a thorough, prompt and efficient manner. The Superintendent agrees to devote his time, skill, labor and attention to performing his duties.
- 2.2 Professional Certification and Records. The Contract is conditioned on the Superintendent's satisfactorily providing the necessary valid certification and experience records, and the records required by law, District policy, State Board of Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render the Contract void. Failure to maintain necessary certification shall render the Contract void ab initio. Any material misrepresentation in obtaining or providing such records is independent grounds for dismissal.
- 2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's expressed written consent.
- 2.4 Consultant Activities. The Superintendent may, with board approval, undertake consulting work, speaking engagements, lecturing, training and the professional duties that do not interfere with his professional responsibilities to the District.
- 2.5 Professional Growth. The Board encourages the Superintendent to attend, actively participate in and/or join professional and civic organizations at the local and state levels. The District shall pay reasonable expenses for such attendance, including any membership fees and dues of the Superintendent for two (2) professional organizations and one (1) local civic organizations of the Superintendent's choice during the term of the Contract.
- 2.6 Board/Superintendent Relations. The members of the Board, individually and collectively, shall promptly refer all substantive criticisms, complaints and suggestions called to their attention to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) 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 Board policies.

3. COMPENSATION

- 3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of two hundred two thousand twenty dollars (\$202, 020.00). The annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.
- 3.2 Salary Adjustments. At any time during the term of the Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event, except as expressly provided herein or as allowed by state law, shall the Superintendent's salary be reduced during the term except as mutually agreed by the parties. Such adjustments, if any, shall be in the form of a written addendum to the Contract or a new contract.
- 3.3 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under the Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent plus out of district expenses; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals and the expenses incurred in the performance of the business of the District. The Superintendent shall comply with all documentation requirements in accordance with Board policies.
- 3.4 Relocation Expense. The district shall provide a one-time payment of five thousand dollars (\$5,000) for moving and relocation expenses. This will be paid when the superintendent establishes his residence in the district.
- 3.5 Communications. The Superintendent is authorized to use District equipment such as computer and telephone for a reasonable amount of personal use.
- 3.6 Insurance. The Superintendent shall be entitled to the same group health and hospitalization insurance the District pays for all the district employees. The health and family benefits not paid by the District that are available to the employees, such as vision, dental, cancer and disability shall be at the Superintendent's expense.
- 3.7 Vacation and Leave. The Superintendent shall receive the same number of vacation days as authorized by Board policy for administrative employees on 12-month contracts. The Superintendent shall observe the same holidays and breaks as provided for the 12-month administrators in the Board's adopted annual calendar and shall be eligible for any leave available to the employees under Board policy. The Superintendent shall schedule days at times that will least interfere with the performance of the Superintendent's duties.
- 3.8 Teacher Retirement System. As supplemental salary, the District shall pay an amount equal to the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System (both retirement and TRS Care portions) in the percentage amount required

by the Texas Teacher Retirement System for the account of the Superintendent. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

4. REVIEW OF PERFORMANCE

4.1 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 the Contract.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

5. RENEWAL OF PERFORMANCE

5.1 Renewal/Non-renewal. Renewal or non-renewal shall be in accordance with Board policy and applicable law.

6. TERMINATION OF EMPLOYMENT

6.1 Mutual Contract. The Contract may be terminated by the mutual Contract of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Superintendent has returned the signed contract, the Superintendent will not be released from the Contract without the written consent of the Board.

6.2 Death/Retirement. The Contract shall be terminated upon the death of the Superintendent 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.

6.4 Termination Procedure. If the board terminates the 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. PROFESSIONAL LIABILITY

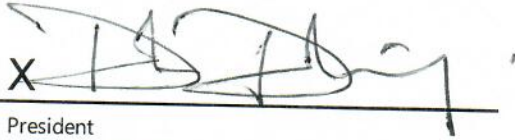
- 7.1 The District shall indemnify, defend and hold the Superintendent harmless for any claims, demands, duties, actions or the legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees that arise while Superintendent was acting within the course and scope of his employment with the District. The clause is limited by the authority of the District to provide such coverage under state law. The paragraph does not apply if the Superintendent is found to have materially breached the Contract, 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 the paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance 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 the 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 the paragraph. The District's obligation under the paragraph shall continue after the termination of the Contract for qualifying acts for failures to act occurring during the term of the Contract or any extension thereof.
- 7.2 The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are averse to each the in any such proceedings.
- 7.3 The Superintendent shall fully cooperate with the District in the defense of all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under the paragraph shall continue after the termination of the Contract.

8. MISCELLANEOUS

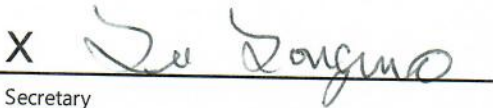
- 8.1 Controlling Law. The Contract shall be governed by the laws of the State of Texas.
- 8.2 Amendment. The Contract embodies the entire Contract between the parties and cannot be amended except by written Contract of the parties.
- 8.3 Savings Clause. In the event any one or more of the provisions contained in the Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any the provision thereof, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

EXECUTED the, 28th day of November 2023.

FERRIS INDEPENDENT SCHOOL DISTRICT

X 

President
Board of Trustees

X 

Secretary
Board of Trustees

X 

Superintendent
Hector Madrigal