

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This Superintendent's Employment Contract ("Contract") is entered into by and between the Board of Trustees ("Board") of the Cedar Hill Independent School District ("District") and Dr. Maria Gamell ("Superintendent").

The Board and Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. TERM

- 1.1 Initial Term.** The Board agrees to employ the Superintendent for a term beginning July 1, 2025 and ending June 30, 2028. The Board and the Superintendent (the "Parties") may extend the term of this Contract by written agreement.
- 1.2 Extension.** At any time during the Contract term, the Board may, in its sole discretion, and with the consent and approval of the Superintendent, reissue the Contract for an extended term. Failure to reissue the Contract for an extended term shall not constitute nonrenewal of the Contract under Texas Education Code, Chapter 21, or Board Policy.
- 1.3 No Right of 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.

2. EMPLOYMENT

- 2.1 Professional Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. Superintendent's failure to provide the credentials as required herein, or if the Superintendent's certification expires, is canceled, revoked or surrendered, this Contract is void.
- 2.2 Representations.** The Superintendent makes the following representations:
 - (a) Beginning of Contract. The Superintendent represents that she has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, with the exception of Class C misdemeanors. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. Superintendent's failure to disclose all arrests, indictments, convictions, pleas of no contest or guilty pleas or other adjudication, other than routine traffic citations, or failure to provide a criminal history acceptable to the Board shall make this Contract null and void.

- (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 or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, other than Class C misdemeanors. The Superintendent agrees to provide such notification in writing within the period specified in Board policy.
- (c) False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any false statements, misrepresentations, incorrect information or omissions of requested information, intentionally made, or fraud by the Superintendent in or concerning any required records or in the employment application may be good cause for termination or nonrenewal of this Contract as applicable.

2.3 **Duties.** The Superintendent is the educational leader and chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as follows:

- (a) Authority. The Superintendent is the chief executive and instructional leader 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 and consistent with Board policy and state and federal law. 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, 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 must be accepted by the Board. The Board shall have the right to assign additional duties to the Superintendent and 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 state law, Board policy, and the professional role and responsibility of the Superintendent.
- (b) Standard. Except as otherwise permitted by law and this Contract, the

Superintendent agrees to devote her full time and energy to the performance of her duties. The Superintendent shall perform her duties with reasonable care, skill, and diligence, and shall not engage in any conduct that interferes or conflicts with the Superintendent's responsibilities to the District.

- (c) **Reassignment.** The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- (d) **Board Meetings.** The Superintendent may attend all meetings of the Board and its committees, both public and closed, with the exception of closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, her salary and benefits, and/or the Superintendent's evaluation and performance; to interpersonal relationships or complaints between individual Board members; to hear complaints against Board members; or when the Board is acting in its capacity as a tribunal to hear and resolve complaints. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide verbal or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.

2.4 **Residence.** The Superintendent agrees to live in the District during her term while acting in her role as Superintendent. It is the understanding of the parties to this Contract that the Superintendent shall move to the District as soon as it is reasonably feasible to do so, and that the Superintendent shall live in the District during the term of this Contract, while acting as Superintendent. The Superintendent will be provided with a term of up to six (6) months to obtain residency within the District. The parties may extend this timeframe upon mutual agreement.

2.5 **Moving/Relocation Expenses – Capped Reimbursement.** In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall pay the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent's family and belongings as well as any temporary living expenses no later than July 15, 2025, a one-time stipend in the amount of Five Thousand and no/100 (\$5,000).

3. SALARY AND BENEFITS

3.1 **Annual Base Salary.** The Superintendent shall be paid an annual base salary in the sum of Three Hundred Thousand Dollars and No/100 Dollars (\$300,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies and in accordance with normal District payroll practices. The Superintendent shall be paid a pro-rata amount of his annual salary for any term that she may serve that is less than a full year.

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 above.

- 3.3 **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. In furtherance of this endeavor, the Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in professional meetings at the local, regional, state and national levels, as deemed appropriate by the Board and Superintendent. The Board also encourages the Superintendent's participation 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 Superintendent's performance of 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, and shall pay the reasonable costs and expenses for the Superintendent's attendance at such professional growth activities, as deemed reasonable and appropriate by the Superintendent and the Board. The District shall also pay the Superintendent's membership dues the Texas Association of School Administrators and one other professional organization selected by the Superintendent. The District shall pay for other memberships necessary to maintain and improve the Superintendent's professional skills, subject to Board approval and the District's budget. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.
- 3.4 **Civic Activities.** The Superintendent is encouraged to 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 her 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 her duties as Superintendent. The District shall pay for the cost of Superintendent's membership in local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.
- 3.5 **Business Expenses.** The District shall reimburse the Superintendent for all reasonable expenses directly incurred by the Superintendent only (no expenses incurred by a spouse are eligible for reimbursement) in the continuing performance of the Superintendent's duties under this Contract for travel within the State of Texas but outside of Region 10 upon the submission of receipts; such costs may include, but are not limited to, airfare, gasoline, hotels and accommodations, meals, and car rental incurred in the performance of the business of the District. Nothing in this Agreement prevents the Superintendent from using a District vehicle, when available, for District business travel outside of Region 10, within the State of Texas. With respect to reimbursement

for all expenses, the Superintendent shall comply with Board Policies, all financial accountability rules, as required by state law or promulgated by the Texas Education Agency, and standard practices of the District's business office in submitting all expense documentation. Nothing within this Agreement precludes the Superintendent from requesting and the Board from approving travel outside of the State of Texas when deemed appropriate and requested and approved in writing. In the interest of time, the Board President may tentatively approve out of state travel in advance, subject to final approval by the Board.

3.6 **Vacations, Holidays and Sick Leave.** The Superintendent shall observe the same holidays and breaks as provided by the Board adopted annual calendar. The Superintendent shall be subject to the leave policies applicable to administrative employees on 226-day contracts. Subject to the Board's approval of the scheduling, the Superintendent may take the same number of "non-duty days" authorized by Board Policy for administrative employees on 226-day contracts, with the days to be in a single period or at different times. Non-duty 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. 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 taken in a single period or at different times.

3.7 **Health and Medical Insurance.** The District shall pay the same premiums for hospitalization, major medical and dental insurance coverage, if applicable, for the Superintendent pursuant to the group health care plan(s) provided by the District for its employees.

3.8 **Legal Defense.**

(a) Covered Claims. To the extent consistent with law, including Texas Civil Practice and Remedies Code, Chapter 102, the District agrees to defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any administrative or civil legal proceeding brought against the Superintendent, in the Superintendent's individual or official capacity as Superintendent of the District acting within the course and scope of the Superintendent's employment ("Covered Claim"). The term "Covered Claim" expressly excludes any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees where it is determined by the Board that the 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. This indemnity also excludes any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The District's obligation to indemnify does not apply to criminal investigations or criminal proceedings.

(b) Selection of Legal Counsel. The District and the Superintendent shall select the Superintendent's legal counsel for any covered claim by agreement, if such legal counsel is not also the District's legal counsel. If legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel provided for the

Superintendent will depend on the terms of the applicable insurance contract.

- (c) Cooperation with District's Defense. During the term of this Contract, the Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. Contingent on the Superintendent's providing such full cooperation, the District shall reimburse the Superintendent 's reasonable related expenses, including travel and lodging expenses.
- (d) After termination of this Contract, the Superintendent agrees to provide assistance to and cooperate with the District, its Board, Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, Board, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of the Superintendent's employment with the District, at no additional expense to the District other than reimbursement to the Superintendent for his/her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of taking time off from his/her then current employment to assist the District at its request. If the Superintendent is not employed at the time, the District shall compensate the Superintendent at his/her daily rate of pay, calculated by dividing the Superintendent's salary under the Contract by 226. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance. The Superintendent's availability and consultation, under the terms and conditions of this Section, will be subject to any reasonable request for consultation not interfering with the Superintendent's then-current employment.

- 3.9 **Benefits.** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies including, without limitation, any stipends/bonuses/incentives provided to other administrative employees of the District. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase such other benefits, at the Board's sole discretion.

4. EMPLOYMENT 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 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 measurable, to the extent feasible. The

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

4.2 **Review of Performance.**

- (a) Time and Basis of Evaluation. The Board shall evaluate, in writing, the Superintendent's performance at least once each year during the term of this Contract, and at such other times as deemed necessary and appropriate by the Board. The evaluation format and procedure shall comply with the law and Board Policy. 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, at least in part, on the District's progress towards accomplishing the District Goals. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board.
- (b) 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.
- (c) Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. If 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. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. 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 to demonstrate such expected performance before being evaluated.

- 4.3 **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, by employees, students or members of the public, 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. Substantive complaints include, without limitation, allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the superintendent and/or administration. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer.

5. SUSPENSION AND TERMINATION OF EMPLOYMENT

- 5.1 **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 reasonably determined by the Board, and with approval of this Contract. Any suspension and/or administrative leave with pay must be approved by majority vote of the members present at a meeting of the Board.
- 5.2 **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.
- 5.3 **Non-Renewal and Termination of Contract.** Renewal, non-renewal, and termination of this Contract shall be in accordance with Board policy and applicable state and federal law.
- 5.4 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.
- 5.5 **Resignation.** 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 no later than the forty-fifth (45th) day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.
- 5.6 **Dismissal for Good Cause.** The Board may dismiss the Superintendent at any time for good cause as determined by the Board. The term "good cause" shall include, but not be limited to the following:
- (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 (the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent reasonable opportunity to remediate any incompetence 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;
- (q) Any other reason constituting "good cause" under Texas law.

6. MISCELLANEOUS PROVISIONS

6.1 **Amendment.** This Contract may not be amended except by written agreement of the parties.

6.2 **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Texas,

and the Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be Dallas County. If litigation is brought in federal court, the Parties agree that venue shall be the Northern District of Texas, Dallas Division.

- 6.3 **Entire Agreement.** This Contract embodies the entire agreement between the parties, and, except as expressly provided herein, cannot be changed, altered or amended except by written amendment signed by both parties.
- 6.4 **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 meanings of the paragraphs that follow them.
- 6.5 **Severability.** 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.
- 6.6 **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.
- 6.7 **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.
- 6.8 **Notices.**
- (a) **To Superintendent.** The Superintendent agrees to keep a current address and phone number 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, express delivery service to the Superintendent's address of record, and/or electronic mail sent to the Superintendent's District provided email account.
 - (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, express delivery service, to the Board President's and Vice President's addresses of record, as provided by the District.

6.9 **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term herein 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.

CEDAR HILL INDEPENDENT SCHOOL DISTRICT

By: Denise Roache-Davis
Dr. Denise Roache-Davis
President, Board of Trustees

6-26-2025
Date

SUPERINTENDENT

By: Dr. Maria Gamell
Dr. Maria Gamell
Superintendent of Schools

6-26-2025
Date