

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
COUNTY OF TOM GREEN §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 16th day of January, 2026, by and between the Board of Trustees ("Board") of the SAN ANGELO INDEPENDENT SCHOOL DISTRICT (the "District") and CHRISTOPHER A. MORAN, Ed.D. ("Superintendent").

WITNESSETH:

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, 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 commencing on July 1, 2026 and ending on June 30, 2029. The District may, by action of the Board, and with the consent of the Superintendent, extend the term of this Contract at any time 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 of Superintendent.** 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 action of 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. 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, 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 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, during the term of the Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and all other certificates required by law.
- 2.3 Reassignment.** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.
- 2.4 Board Meetings.** The Superintendent shall attend all meetings of the Board, both open to the public and closed, except for those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board- approved absence, the Superintendent's designee shall attend such meetings. Further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.
- 2.5 Criticisms, Complaints and Suggestions.** Individual Board members, 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 Board policies.
- 2.6 Indemnification.** To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter I 02, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all administrative or civil 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) that 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's employment with the District; excluding, however, any such demand, claim, suits, actions, judgment, 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 with intent to violate a person's clearly established legal rights, or an action 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 any applicable 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 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter I 02, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.
- 2.7 Duties of Board/Governance.** The District is governed by the Board that, acting as a body corporate, (1) oversee the management of the District; and (2) ensure the Superintendent implements and monitors plans, procedures, programs, and systems to achieve appropriate, clearly defined and

desired results in the major areas of District operations. Unless authorized by the Board, a member of the Board may not, individually, act on behalf of the Board. The Board may act only by majority vote of the members present at a meeting held in compliance with Chapter 551 of the Texas Government Code, at which a quorum of the Board is present and voting. The Board shall provide the Superintendent with an opportunity to present at a meeting an oral or written recommendation to the Board on any item that is voted on by the Board at the meeting. Governance includes management oversight of all major operations of the District. The Board acknowledges that "management oversight" is not management itself. It is instead ensuring that the Superintendent implements and monitors plans, procedures, program, and systems to achieve appropriate, clearly defined and desired results in the major areas of District operations including: the establishment and/or modification of policies, strategies and principles that govern the District; review and voting on recommendations submitted by the Superintendent; reviewing the results of management decisions and modifying policies, strategies or principles on the basis of those results; and analysis of data, including audits, that enable the Board to hold the Superintendent accountable for effective management of the District. The Board expressly acknowledges that "management oversight" is not: intervention in personnel disputes; direction of day-to-day activities, management, or management decisions; and advocating a product or service or denigrating a product or service. The Board also recognizes that it is a collective body, and each Board Member recognizes that his or her power as a Board Member is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting and that there is no individual authority to give direction to the Superintendent or any District staff member regarding the management of the District or the solution of specific problems. Board members acknowledge that they have the same rights and responsibilities related to management of the District and its staff as any other citizen of the community.

III. COMPENSATION

- 3.1 Salary.** The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Eighty-Three Thousand, Two Hundred and Fifty and No/100 Dollars (\$283,250.00), which amount shall be automatically increased each year by an amount equal to the greater of (i) the average percentage raise given to administrators on twelve-month contracts, or (ii) a percentage mutually agreeable to the Board and the Superintendent; provided that the Superintendent's overall annual performance evaluation by the Board reflects "Maintain- Continue with Current Efforts" "Meets Expectations," or "Exceed Expectations." The annual salary 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, review and adjust the salary of the Superintendent, but in no event, shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract, except by mutual written agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Board action. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract or addendum incorporating the adjusted salary.
- 3.3 Vacation, Holiday, and Personal Leave.** The Superintendent may take, at the Superintendent's choice, the greater of (i) twenty (20) days of vacation annually or (ii) the same number of days' 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 Superintendent may accumulate and carry over accrued and unused vacation days from year to year, up to a maximum of accumulation of thirty (30) days. The vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this Contract. At the sole option of the Superintendent, at the end of each year of this Contract on or before June 30", the District shall pay

the Superintendent for all accrued but unused vacation days, up to a maximum of ten (10) days annually. If the Superintendent retires or resigns with the consent of the Board, the District shall pay a lump sum to the Superintendent for any accrued but unused vacation days, up to a maximum of (30) days, at the Superintendent's daily rate of pay as of the effective date of retirement or resignation, provided that the Superintendent shall not be entitled to any payment for accrued but unused vacation days if the Contract is terminated by the Board in accordance with Section 7.3 of this Contract. The daily rate shall be calculated by dividing the Superintendent's TRS creditable compensation by 226. 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, including but not limited to payment for accrued but unused leave days, as authorized by Board policy or District procedures for other administrators on twelve-month contracts. The Superintendent, at his discretion, may utilize all accrued but unused leave days to be taken in a single period or at different times during the term of this Contract, provided that such use does not interfere with the performance of his duties as Superintendent.

3.4 Insurance. The District shall pay the same premiums for health, hospitalization and major medical insurance coverage, including dental and vision coverage, for the Superintendent as it does for other administrators on twelve-month contracts, pursuant to the group health care plan provided by the District for its administrative employees.

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 Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate to attend such seminars, courses, or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

3.6 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

3.7 Outside Consultant Activities. With prior board approval, in accordance with the Texas Education

Code, Section 11.006, the Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching, or other professional duties and obligations outside the District (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 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. The Superintendent shall use his accrued leave for any days or portions of days in which he is undertaking such Consulting Services.

- 3.8 Expenses.** The District shall pay or reimburse the Superintendent for reasonable and necessary 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. 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.
- 3.10 Mobile Telephone/Technology.** The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to said mobile telephone account. The District shall provide the Superintendent with a laptop and/or other technology devices for both personal and business use. The Superintendent understands that information stored in his cell phone, computer or other device is subject to public disclosure if such information is related to the public business of the School District or to his duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer, or other device, whether owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on the cell phone, computer, or other devices containing such data or information shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.
- 3.11 Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and Superintendent. The physician shall submit a confidential statement to the Board verifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in the Superintendent's personnel file. No private medical information shall be provided beyond the statement verifying the Superintendent's fitness. The District shall pay all costs of the annual physical examination that are not covered by health insurance.
- 3.12 Texas Teacher Retirement System.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.
- 3.13 Supplemental Retirement Plan.** For each payroll period beginning after January 1, 2024, and for each year thereafter during the term of this Contract, the District shall add to the monthly salary of

the Superintendent the amount needed each month to contribute Twenty- Four Thousand and No/100 (\$24,000.00) for a 403(6) and 457(b) plan, including, if applicable, the additional deferral allowed for plan participants who are age 50 or older ("Additional Salary") by the end of the calendar year. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(6) 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 established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(6)(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 at all times be 100% vested in his account under the 403(6) 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.

- 3.14 Other 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. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase benefits not expressly provided herein, at the Board's sole discretion.

IV. ANNUAL PEFORMANCE GOALS

- 4.1 Development of Goals.** The Board and the Superintendent, with input from other key administrators, shall develop District goals each year for the Board's consideration and adoption. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet at least annually 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.

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 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.
- 5.2 Confidentiality.** Unless the Superintendent and Board expressly agree 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 Procedure.** 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. If 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.

VI. EXTENSION OR NONRENEWAL OF EMPLOYMENT CONTRACT

- 6.1 Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than 150 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.

VII. TERMINATION OF CONTRACT

- 7.1 Mutual Agreement.** This Contract may be terminated by the mutual written agreement of the Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.
- 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 this Contract for good cause. The term "good cause" is defined as the failure of the Superintendent to perform duties in the scope of his employment that a person of ordinary prudence would have done under the same or similar circumstances, and included, but is not necessarily limited to:
- 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 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 Dangerous Drug Act or the Texas Controlled Substances Act;
- h) Conviction of a felony or any 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;
- 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 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; or,
- q) Any other reason constituting "good cause" under Texas laws.

7.4 Termination Procedure. If the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in Board 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 performed in Tom Green 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. Beginning on July 1, 2026, this Contract shall supersede all other contracts or agreements between the parties.

- 8.3 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 this 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.
- 8.5 Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- 8.6 Attorneys' Fees.** In the event either party brings an action against the other party to enforce the terms and conditions on this Contract, the losing party in such action agrees to pay the prevailing party reasonable attorneys' fees and court costs, to be affixed by the court.
- 8.7 Authority.** The Board President and Secretary have been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on February 16, 2026.


[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, all the parties hereto have executed the Contract in multiple originals to be effective from and after July 1, 2026.

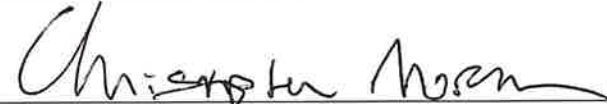
For the DISTRICT

By: 
A. Taylor Kingman, President
Board of Trustees

ATTEST:

By: 
Gerard Gallegos, Secretary
Board of Trustees

For the SUPERINTENDENT

By: 
Christopher A. Moran, Ed.D

Executed on February 16, 2026