STATE OF TEXAS §
§
COUNTY OF YOAKUM §

SUPERINTENDENT'S CONTRACT

THIS SUPERINTENDENT'S CONTRACT ("Agreement") is made and entered into by and between the Board of Trustees (the "Board") of the **Denver City Independent School District** (the "District") and **Rick Martinez** (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this contract do hereby agree, as follows:

1. The Board agrees to employ the Superintendent on a **twelve-month** basis for **Three (3) years,** beginning **July 1, 2026** and ending **June 30, 2029.**

2. This Agreement is conditioned on the Superintendent satisfactorily providing the necessary certification and experience records, medical records, and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.

3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.

4. The Superintendent agrees to devote his or her time, skill, labor, and attention to performing his or her duties, but may, with prior written consent of the Board President, acting on behalf of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.

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

6. The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board in accordance with Texas Education Code 11.051(a-1).

7. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent in accordance with Board policy BBE(LOCAL).

8. While the Superintendent is employed as Superintendent of Schools of the District, he will reside within the boundaries of the District.

9. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:

   (a) The District shall provide the Superintendent with an annual salary in the sum of **One Hundred Eighty Thousand Two Hundred Fifty and NO/100 ($180,250.00).** This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.

(b) At any time during the term of this Agreement, 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 9(a) of this Agreement.

(c) Other Benefits.

Health Insurance. The District shall pay the same premiums for health insurance coverage for the Superintendent as it does for other administrative employees pursuant to the group health care plan(s) provided by the District for all its administrative employees.

Life Insurance. The District shall pay the annual premium toward the purchase of a term life insurance policy having an aggregate face amount of One Hundred Thousand Dollars ($100,000.00). The life insurance policy provided hereunder shall be owned by the District on the life of the Superintendent, with the Superintendent having the sole right to determine the beneficiary under the life insurance policy.

Texas Teacher Retirement System Supplement. The District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") for the duration of this Contract and any extensions approved by the Board. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement 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.

Additional Elective Benefits. In addition to the benefits expressly provided herein, the District shall provide all other benefits to the Superintendent as authorized by Board policy for administrative employees who are employed under twelve-month contracts, including participation in any matching annuity program, if any. The Board reserves the right to amend its policies at any time during the term of the Contract to reduce or increase these other benefits, at the Board's sole discretion.

Personal and Sick Leave. The Superintendent shall have the same sick and personal leave benefits as authorized by Board policy for administrative employees who are employed under twelve-month contracts, the days to be in a single period or at different times. The Superintendent shall be entitled to the use of and accumulation of sick leave in accordance with state law and Board policy.

Vacation, Non-Duty Days, and Holidays. The Superintendent may take, at his choice, the same number of vacation days authorized by District policy for administrative employees who are employed under twelve-month contracts, the days to be in a single period or at different times. Vacation days should be taken by the Superintendent, in the Superintendent's reasonable discretion, at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall provide timely notice to the Board President of his use of vacation days. The Superintendent shall observe the same legal holidays and non-duty days as those observed by other administrative employees who are employed under twelve-month contracts, the days to be in a single period or at different times.

Professional and Civic Organizations. The District shall pay the

Superintendent's membership dues in professional associations such as 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 costs and expenses for such membership and attendance. Additionally, the Superintendent is encouraged to participate in community and civic affairs through participation in local civic and service organizations such as the Chamber of Commerce, Lions or Rotary Clubs, and similar types of local organizations. The reasonable expense of such memberships and activities shall be borne by the District.

10. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law.

11. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.

12. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

13. A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.

14. If the Board terminates or proposes to terminate this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

15. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.

16. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.

17. At any time during the contract term, the Board may, in its discretion, reissue the Agreement for an extended term. Failure to reissue the Agreement for an extended term shall not constitute nonrenewal under Board policy.

18. 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 school year. The Superintendent may resign, with the consent of the Board, at any other time.

19. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.

20. The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement certifying that the Superintendent is physically able to perform his other essential job functions with or without reasonable accommodation. This statement shall be filed with the president of the Board. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG and other procedures as deemed appropriate by the licensed physician. The health care professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the essential functions of the job. These reports will be maintained as confidential medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.

21. The Superintendent shall at all times during the term of this Agreement, 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 and any other certificates required by law. Failure to maintain valid certification shall render this contract null and void.

22. In the event any one or more of the provisions contained in this Agreement 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 Agreement 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 for the term covered by this Agreement have been superseded by this Agreement, and this Agreement constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

23. The District shall provide the Superintendent with a civil defense against civil litigation naming the Superintendent for acts or omissions of the Superintendent performed within the course and scope of the Superintendent's employment as Superintendent of the District in accordance with Board policy CRB(LEGAL), excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where the Board has determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; 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. Any determination that the Superintendent acted outside the course and scope of employment shall be made in good faith and in accordance with applicable law. 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 ability to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. The obligations of the District under this section shall survive the termination or expiration of this Agreement with respect to acts or omissions occurring during the term of employment.

IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after January 20, 2026

DENVER CITY INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:

By: _____
Secretary, Board of Trustees

Executed this 20 day of January, 2026.

SUPERINTENDENT

By: _____
Rick Martinez

Executed this 20 day of JANUARY, 2026.