SUPERINTENDENT TERM CONTRACT

It is hereby agreed by and between the Board of Trustees of the ANDREWS INDEPENDENT SCHOOL DISTRICT, located in Andrews County in the State of Texas, (hereinafter called the "Board") and BOBBY AZAM (hereinafter called the "Superintendent") that the Board has and does hereby employ Bobby Azam as Superintendent for a three-year period commencing **Monday, March 23, 2009**. Both parties agree that the employee shall perform the duties of Superintendent in and for the public schools as prescribed by the laws of the State of Texas and by the rules and regulations made by the Board of Trustees of the Andrews Independent School District.

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

1. In consideration of a salary of $125,000.00 to be paid the first year, and same to be paid the second year, and same to be paid the third year, the Superintendent agrees to perform faithfully the duties of Superintendent and to serve as the Executive Officer of the Board. The annual salary shall be paid in equal installments in accordance with the rules of the Board governing payment of other professional staff members in the District.

2. The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of his Contract, with any salary adjustments not to reduce the annual salary below the figures stated above. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract. It is provided, however, that by so doing it shall not be considered that the Board has entered into a new Contract with the Superintendent or that the termination date of the existing Contract has been extended. However, the Board may by specific action extend the termination date of the existing Contract if such extension is permitted by state law.

3. It is agreed that the Superintendent will furnish throughout the life of this Contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Texas as directed by the Board. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

4. The Superintendent represents that he has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. During the term of this Contract, the Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board Policy.

5. The Superintendent hereby agrees to devote his time, skill, labor, and attention to his employment during the term of this Contract, provided, however, that the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing,

lecturing, or other professional duties and obligations that do not interfere with his duties and responsibilities as Superintendent. The Superintendent shall perform the duties and have the powers prescribed by the law and the Board. The Board may assign additional duties to the Superintendent and change the Superintendent's responsibilities or work at any time during this Contract, but the duties shall be appropriate to and consistent with the professional role of the Superintendent.

6. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board Policies, and regulations as they exist or may hereafter be amended.

7. The Board shall furnish and pay for legal services on behalf of the Superintendent should he be sued or threatened with suit as a result of the performance by him of his official duties. Additionally, in cases wherein such acts are performed in the pursuit of official duties, the Board shall pay from District funds or otherwise satisfy any money judgment rendered against the Superintendent of Schools in the good faith performance of his duties.

8. The Superintendent will have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction, business affairs, and operations, which in his judgment best serves the Andrews Public Schools. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board; and the Board, individually and collectively, will refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

9. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or causes beyond his control and the disability exists for a period of more than nine months during any school year, the Board may at its discretion make a proportionate deduction from the salary stipulated, and if such disability continues for more than twelve months or if the disability is permanent, irreparable, or of such nature as, in the discretion of the Board, will make the performance of his duties impossible, the Board may, at its option, terminate this agreement, whereupon the respective duties, rights, and obligations hereof shall terminate.

10. The Superintendent agrees to have a comprehensive medical examination not less than once every two years and not more than once each year; that a statement certifying to the physical competency of the Superintendent of Schools shall be maintained in the files of the Board and shall be treated as confidential information by the Board, and that the cost of the medical report will be borne by the District.

11. The Board shall provide the Superintendent with an automobile in the class of the Suburban Silverado or equal for use by the Superintendent. The Superintendent is to have full use of this vehicle at his discretion. Family vacations are to be excluded by mutual consent. Other personal use of the vehicle on extended trips will be permitted, with the Superintendent to provide fuel, oil and other maintenance at his expense. The Superintendent may designate an operator of the vehicle at any time.

12. The Superintendent shall attend all meetings of the Board, both public and closed, and shall participate in the deliberations of the Board on all matters with the exception of those meetings devoted to the consideration of his Contract renewal, the Superintendent's salary of the Superintendent's evaluation.

13. The Superintendent cannot be reassigned from the position of Superintendent by the Board. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent/Board relationships and shall inform him, at least annually, of any inadequacies as perceived by the Board.

14. The Superintendent shall receive a four-week vacation annually, exclusive of designated school holidays, and shall be entitled to sick leave as prescribed by the Board. Earned sick leave shall be cumulative as prescribed by Board Policy and as provided by state law

15. The Superintendent shall attend reasonable and appropriate professional meetings at the local, state, and national level, with the expenses of his attendance to be incurred by the District.

16. The Board, at the request of the Superintendent and in accordance with state law, shall withhold and transfer an amount of salary annually, semiannually or monthly, in an amount to be determined by the Superintendent, permitting the Superintendent to participate, if he so desires, in a tax-deferred annuity program of his choosing.

17. Unless specifically stated in this Contract, the District shall provide benefits to the Superintendent as provided by state law and District Policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

18. Termination and nonrenewal of this Contract shall be for good cause pursuant to Texas Education Code, Chapter 21, provided, however that Board does not arbitrarily or capriciously call for his termination or nonrenewal and that the Superintendent shall have the right to service of written charges, notices of hearing, and a fair hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at any hearing, any legal expenses shall remain the sole responsibility of the Superintendent. Resignation of this Contract shall be pursuant to Texas Education Code, Chapter 21.

19. The Superintendent shall fulfill all aspects of this Contract, any exception thereto being by mutual consent of the Board and the Superintendent. Failure to fulfill the obligations agreed to in this Contract will be viewed as a violation of the Administrator's Code of Ethics and will be reported by the Board to the appropriate state educational authorities.

20. This Contract may not be amended except by written agreement of the Board and the Superintendent. These Contract terms take precedence over Board policies and permissive laws.

21. If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability, shall not affect any other provision in the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

22. All existing agreements and Contracts, both verbal and written, between the parties regarding the employment of the Superintendent are superseded by this Contract. This Contract and any addenda constitute the entire agreement between the parties.

23. Texas law shall govern this Contract. The parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be Andrews County, Texas. If litigation is brought in federal court, the parties agree that venue shall be in the federal district and division in which the District's administration building is located.

Dated this 23rd day of March, 2009

3-23-09
President, Board of Trustees, Andrews I.S.D.

3-23-09
Secretary, Board of Trustees, Andrews I.S.D.

Superintendent, Andrews I.S.D.

SUPERINTENDENT TERM CONTRACT
SUMMARY - BOARD APPROVED ANNUAL ADDENDA

Benefits per annual addendum:

2011: Superintendent's portion of his family's health and dental insurance premium will now be paid in full by the District.

2012: Duly adjust the Superintendent's family health and dental insurance premium, previously paid by the District, as compensation to the Superintendent, resulting in the complete insurance premium to be paid in full by the Superintendent. This adjustment in insurance is a direct result of The Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act.

2020: TRS Contribution. As additional compensation, the District shall pay the Superintendent an amount equal to the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System (TRS) in the percentage amount required by the TRS for the account of the Superintendent. This supplement shall include both the retirement and the TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll and shall be reported to TRS a credible compensation to TRS.

2021: Supplemental Retirement Plan / Investment – Payments. On or before January 31st of each year of this Contract, the District shall make a maximum contribution of two percent (2%) of the Superintendent's annual salary for each of his contract to: (a) an individual retirement account; (b) an annuity account; or (c) another qualified retirement investment product. Contributions will be directed through a mechanism designated by the Superintendent and the investments for the Superintendent's accounts shall be selected solely at his discretion. 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 the purposes of the Teacher Retirement System of Texas.

(SIGNED ADDENDA LOCATED IN AISD HR OFFICE)

ADDENDUM TO SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the Board of Trustees (the "Board) of the ANDREWS INDEPENDENT SCHOOL DISTRICT (the "DISTRICT") located in Andrews County in the State of Texas and Superintendent, Dr. J. Robert Azam, that the Superintendent's contract be amended to reflect the action taken by the Board of Trustees at a duly called Board meeting on January 14, 2025. At that meeting, the Board voted:

1. To extend the Superintendent's contract until June 30, 2030.

2. Provide the Superintendent a salary of $218,360.00 per year.

The Board and the Superintendent agree that there have been no oral modifications to the Superintendent's Contract. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

Jeff Saldivar, President
Andrews ISD Board of Trustees

1-21-25
Date

Dr. J. Robert Azam, Superintendent
Andrews Independent School District

1-17-25
Date