THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF PALO PINTO

THIS AGREEMENT is made and entered into this, the 15th day of January, 2026, by and between the Board of Trustees (the "Board") of the Santo Independent School District (the "District") and Greg Gilbert (the "Superintendent").

I. 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 for the District for a term of fu years, commencing on July 1, 2026, and ending on June 30, 2031. 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 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.** 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 assigned by the Board, and shall comply with all 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 polices. 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 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 that 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 local law. The Superintendent shall have authority to accept the resignation of any employee on behalf of the Board 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, 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 at all times during the term of this 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 Texas Education Agency and all other certificates required by law.

2.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 **Board Meetings.** The Superintendent or the Superintendent's designee shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the discussion of the Superintendent's performance, consideration of any

action or lack of action on the Superintendent's Contract, or the Superintendent's salary and benefits as set forth in this 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.

2.5 **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 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 District Board policies.

2.6 **Indemnification**. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all 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), which 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 as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, 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, 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. 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 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this contract.

III. Salary And Benefits

3.1 **Salary**. The District shall provide the Superintendent with an annual salary consisting of the state minimum plus a local supplement in the sum of **$90,017.** This 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 pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

3.3 **Other benefits**.

A. The District shall pay or reimburse the Superintendent for reasonable 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 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.

B. The District shall pay the Superintendent five thousand Dollars **$5,000 (**per YEAR for in-district travel expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this contract.

C. The District shall pay eight thousand five hundred Dollars **$8,500** per YEAR toward the premium for insurance coverage as selected by the Superintendent for life, health, or disability insurance. Any costs above the payment provided herein shall be paid by the Superintendent.

D. The District shall pay one thousand Dollars **$1,000** per YEAR for cell phone expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this contract.

E. The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the same number of days of vacation authorized by the policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation 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 as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative on a twelve-month contract. In case this vacation is not taken due to the fault of the Superintendent it cannot be carried forward to the next

year. If not used due to the request of the School Board, the time will be added to the next year's vacation. The Texas Education Agency's definition of a twelve-month contract (226 working days) will be used by the District. The Superintendent is granted the same sick leave benefits as authorized by Board policies for administrative employees on twelve month contracts.

F. 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 Board deem appropriate, to attend seminars, courses, or meetings in accordance with Board policies. The District will pay the Superintendent's membership dues to the Texas Association of School Administrators and shall bear the reasonable costs and expenses for such attendance and membership.

3.4 The Board of Trustees asks the Superintendent to perform duties that are in addition to those contemplated under the contract, such as additional duties due to construction project or due to a natural disaster, fire or for any extra duties, district may compensate Superintendent an amount deemed appropriate by the school board in addition to the specified annual salary.

IV. Annual Performance Goals

4.1 **Development of Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. 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 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 evaluation and assessment shall be reasonable related to the duties of the Superintendent as outlined in the Superintendent's job description. The Board agrees to work with and support the Superintendent in achieving the District Goals.

5.2 **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 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 evaluation instrument selected by the Board in accordance with Article V of this Contract, the Board's policies, and state and federal law. 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, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. Renewal or Non-renewal of Employment Contract

6.1 **Renewal/Non-renewal**. 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 Employment Contract

7.1 **Mutual Agreement**. This contract shall 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.

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 the Contract for good cause. The term “good cause” is defined as follows:

(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;

(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 advance 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 include conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;

(m) Failure to put forth a reasonable effort to achieve a good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport is not achieved due to no fault of the Superintendent;

(n) Assault on an employee or student;

(o) Knowingly falsifying records or documents related to the District's activities;

(p) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;

(q) Failure to fulfill requirements for superintendent certification;

(s) Any other reason constituting "good cause" under Texas law.

7.4 **Termination Procedure**. In the event that the Board terminates 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.

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 performable in Palo Pinto 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.

8.3 **Conflicts**. In the event of any conflict between the terms, conditions and provisions of the Employment 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 by the Board's policies or any such permissive during the term of the 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 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 the Contract.

8.5 **Acceptance**. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m., the 22nd day of May, 2026.

SANTO INDEPENDENT SCHOOL DISTRICT

ATTEST:

By: _____
Secretary, Board of Trustees

By: _____
President, Board of Trustees

By: _____
Superintendent of Schools