

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This contract is made by and between the McDade ISD Board of Education located in the State of Texas, hereinafter referred to as "the Board", and Barbara Marchbanks hereinafter referred to as "the Superintendent".

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board Meeting held on the 10 day of January, 2017, the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions:

Section 1. **Term of Contract.** The Superintendent shall be employed for a period of 3 years beginning the 1st day of July 2017, and expiring the 30th day of June of June 2020 for 226 days per year.

Section 2. **Salary.** In consideration of an annual salary of \$ 94,000, and of further agreements and consideration hereinafter stated, the Superintendent agrees to perform faithfully the duties of the Superintendent of Schools in and for the District and by the rules and regulations promulgated by the Board thereunder. Said annual salary shall be paid in twelve equal installments. The Board retains the right to adjust the Superintendent's annual salary upward during the term of this contract.

Section 3. **Professional Status.** The Superintendent hereby affirms that she is not under contract with another school board or board of education covering any part or all of the same term provided in this contract. The Superintendent further affirms that throughout the term of this contract she will hold a valid and appropriate certificate to act as a Superintendent of School in the State of Texas.

Section 4. **Superintendent's Duties.** The Superintendent shall have complete freedom to organize, reorganize and arrange the administrative and supervisory staff of the district in a manner which in her judgement best serves the schools of the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by her with the assistance of her staff. The Superintendent shall have responsibility for selection, placement and transfer of personnel. She shall be responsible for initiation of all personnel matters, which includes making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote her time, skill, labor and attention to the duties as Superintendent of Schools throughout the term of this contract. She shall also perform any other duties as prescribed by law or contained in the Board policies.

Section 5. **Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative and financial officer for the District, and shall have primary responsibility for implementation of Board Policy. The parties agree, individually and collectively, not to interfere with or usurp the

duties or responsibilities of the other party. The Board, collectively, will promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for action and/or recommendations as appropriate.

Section 6. **Discharge.** Throughout the term of this contract the Superintendent may be discharged if she materially breaches any provision of this contract, or performs any act which substantially inhibits her ability to discharge her duties as Superintendent, including but not limited to a) incompetence and neglect, b) immorality, c) conviction of a felony. The Board shall not act arbitrarily or capriciously in calling for the discharge of the Superintendent and under no circumstances shall a discharge be effective unless the Superintendent has been given a specific statement of the cause or causes for discharge in writing and due notice of an opportunity for a hearing before the Board as allowed by The Texas Education Code.

Section 7. **Travel Allowance.** The Superintendent shall receive travel reimbursement for required travel for the position as Superintendent. The District shall reimburse on a mileage rate, the same as other employees. The Superintendent shall be expected to attend appropriate state and national professional meetings; the expenses of said to be paid by the District. The Board will also pay for all registration fees for required training to allow her to keep her Superintendent certification current.

Section 8. **Annual Vacation and Sick Leave.** The Superintendent shall be allowed use of vacation leave each year of this contract to be used in a manner and at times selected by her. She shall be also provided the same holidays and the same sick leave and personal leave as provided other certified personnel in the District.

Section 9. **Fringe Benefits.** In addition, the Board shall provide the Superintendent with the following benefits:

The Board shall pay for all memberships in professional and community organizations that enable her to better perform her duties and gain community support. As a minimum this will include dues for TASA (Texas Association of School Administrators) and TASBO (Texas Association of School Business Officials).

Section 10. **Superintendent's Office.** The Superintendent shall include in the system budget an allocation for office needs to include appropriate technology, subscriptions to professional journals, books, texts, and materials as deemed appropriate by the Superintendent for full functioning of the Superintendent's office.

Section 11. **Professional Liability.** The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment, and provide liability coverage as within the authority of the school board to provide under the State law. In no case,

however, will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

Section 12. **Evaluation.** The Board shall annually evaluate the performance of the Superintendent in keeping with the procedures set by the Texas Education Agency and the Commissioner of Education. This evaluation shall be reasonably related to the job description of the Superintendent and the goals and objectives as established by this Board for the year in question. Evaluation is to be set before contract renewal in January of each year.

Section 13. **Renewal of Contract.** The Board shall give written notice twelve (12) months in advance of expiration of contract if it is the Board's intention not to renew the contract of the Superintendent. Failure to give such notice automatically extends the contract for a period of one (1) year. Unless otherwise state contract renewal to be set for January of each year.

Section 14. **Amendment.** This contract may be modified or amended only in writing, authorized, agreed upon and executed by the Superintendent and the Board.

Section 15. **Severability.** If during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such ruling shall remain in force.

IN WITNESS WHEREOF, the parties have executed this contract the dates indicated below.

Executed by the Board this 10 day of January, 2017.

Bil Kelauek
PRESIDENT, BOARD OF EDUCATION

Executed by the Superintendent this 10 day of January, 2017.

Barbara Machbarbe
SUPERINTENDENT