

## 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 12 day of April, 2016, 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 1<sup>st</sup> day of July 2016, and expiring the 30<sup>th</sup> day of June of June 2019 for 226 days per year.

Section 2. **Salary.** In consideration of an annual salary of \$91,000<sup>1</sup>, 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

Section 12. **Evaluation.** The Board shall annually evaluate the performance of the Superintendent in keeping with the procedures set by the Texas Education Agency. 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.

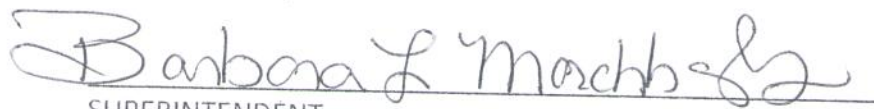
IN WITNESS WHEREOF, the parties have executed this contract the dates indicated below.

Executed by the Board this 12 day of April, 2016.



PRESIDENT, BOARD OF EDUCATION

Executed by the Superintendent this 12 day of April, 2016.



SUPERINTENDENT