

SUPERINTENDENT'S EMPLOYMENT CONTRACT

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 COUNTY OF RUNNELS §

THIS CONTRACT ("Contract") is made and entered into effective the 30th day of January, 2018, by and between the Board of Trustees (the "Board") of the Olfen Independent School District (the "District") and Gabriel Zamora ("Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. Term

1.1 **Term.** 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 commencing on July 1, 2018 and ending on June 30th, 2022. The District may, by the action of the Board, and with consent and approval of the Superintendent, extend the term of this Contract as permitted by state law. Failure to extend the Contract shall not constitute nonrenewal under board policy.

1.2 **No Tenure.** 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. The Board may elect in its sole discretion to nonrenew this Contract at the end of its term, subject to the provisions of Chapter 21, Subchapter E, of the Texas Education Code.

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 lawfully assigned by the Board, and shall comply with all lawfully assigned 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 policies. It shall be the further duty of the Superintendent to direct, assign, reassign, evaluate and accept resignations all of the employees of the District consistent with Board policies and federal and state law. It shall be the 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 which 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 federal law. It shall be the further duty of the Superintendent to accept all resignations of employees for the District consistent with the Board's policies, 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, diligence, 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. *In the performance of his duties as Superintendent the Superintendent shall be personally present in the District for a minimum of three (3) work days (the specific days of each work week shall be left to the discretion of the Superintendent) per work week, excluding weeks designated as holidays and/or established summer breaks, during the Term. At all other times the Superintendent shall be entitled to perform his duties hereunder from such remote locations as the Superintendent deems appropriate in consultation with the President of the Board.*

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 State Board for Educator Certification or 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. Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the 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. There may also be times when the Board and the Superintendent agree that it is appropriate for the Superintendent not to attend a Board meeting or a portion of a Board meeting. In that case, the Superintendent will be excused from attending the meeting or portion of the meeting.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such action.

2.6 **Legal Defense/Indemnification.** The District agrees that, to the extent permitted by state law, 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 his individual capacity or in his official capacity as agent and employee of the District if the incident in question shall have arisen while the Superintendent was acting within the course and scope of his employment and in conformity with the policies of the District. This defense and indemnity excludes criminal or other illegal acts and any other act, action or omission of the Superintendent which is determined to have been done, taken, or committed with malice or with intent to cause the injury or damage suffered by the claimant. This provision does not apply if the Superintendent is found to have materially breached his contract, to have acted with gross negligence or with intent to have violated a person's clearly established legal rights, to have acted outside the course and scope of his employment, to have engaged in criminal conduct, or to have engaged in official misconduct. This provision also does not apply to criminal investigations or proceedings. At its sole discretion, the District may fulfill the obligation under this paragraph by purchasing insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District.

III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of \$120,000.00, and a cell phone/in-District travel allowance of \$ 0 per month. This annual salary and travel allowance 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 in Section 3.1 of this Contract except by the mutual agreement of the two parties. Such adjustments shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts. 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 employees on twelve-month contracts.

3.4 **Housing** will be provided at no cost to the superintendent with all bills paid by the district.

3.5 **Insurance.** The District will pay zero (0) of the Superintendent's premiums for medical, dental and vision insurance pursuant to the group health care plan provided by the District for its employees.

3.6 **Professional Growth.** 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 institution 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.

3.7 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of such activities, subject to Board approval, shall be borne by the District.

3.8 **Expenses.** The District shall pay or reimburse the Superintendent for budgeted, 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 out-of-District travel that exceeds fifty (25) miles one way. Such actual or incidental 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.

3.9 **Performance Incentive Bonus.** During each year of the term hereof, the District shall pay the Superintendent an annual performance bonus ("Bonus") based on the Texas Education Agency funded Average Daily Attendance Rate to include any Sparsity Adjustment (TEC Sec. 42.105) of the District ("ADA") during each such year as calculated follows: $(ADA \text{ minus } 75) \times \250.00 . The Bonus shall be paid to the Superintendent on or before the end of said school year of the term hereof for which such Bonus is earned.

IV. Annual Performance Goals

4.1 **Development of Goals.** On or before September 1st of every year during the term of this Contract, the Superintendent and the Board shall develop the goals for the

District. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

V. Review of Performance

5.1 Time and Basis of Evaluation. At a minimum, beginning in the school year 2010-2011, the Board shall evaluate and assess in writing the performance of the Superintendent annually during this Contract, typically during the month of January. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and to the adopted annual goals outlined in Subsection 4.1. The Superintendent shall provide a written reminder to the Board of its evaluation obligation at least thirty (30) days prior to the Regular Called Board Meeting in January. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. Unless the Superintendent specifically requests otherwise in accordance with applicable law, all meetings, conferences, and discussions by the Board concerning the Superintendent's performance shall be held in closed, executive session and shall be considered confidential to the extent permitted by 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. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

VI. Extension or Nonrenewal of Employment Contract

6.1 Extensions/Nonrenewal. Extension or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 11, Subchapter E, and applicable law.

6.2 Automatic Extension. Notwithstanding paragraphs 1.2 and 7.3 of this Contract, if the Superintendent receives an overall evaluation of proficient or its equivalent on his annual appraisal as provided in paragraph 5.1 above, the term of this Contract shall be automatically extended by one (1) year pending the consent and approval of such extension by the Superintendent.

VII. Termination of Employment Contract

7.1 Mutual Agreement. This Contract may 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 in accordance with state law and Board policy.

7.4 **Termination Procedure.** In the event the Board proposes the termination of 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 Limestone 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 this 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 of the Board's policies or any such permissive law during 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 to be 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 agreement 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 this Contract.

OLFEN INDEPENDENT SCHOOL DISTRICT

By: Tracy Grimes
President, Board of Trustees
Olfen Independent School District

ATTEST:

By: Kathy Halverson
Secretary, Board of Trustees
Olfen Independent School District

Executed this ___ day of ____, 2018.

SUPERINTENDENT

By: Gabriel Zamora
Gabriel Zamora