

STATE OF TEXAS

COUNTY OF WILLIAMSON

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Florence Independent School District (the "District") and Paul Michalewicz (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this contract do hereby agree, as follows:

1. The Board agrees to employ the Superintendent on a four-year basis, beginning July 1, 2018, and ending June 30, 2022.
2. This Agreement is conditioned on the Superintendent's satisfactorily providing the necessary certification and experience records, and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.
4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.
5. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the amount of one hundred and twenty-seven thousand dollars five hundred and no cents (\$127,500.00). The annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies for other administrative employees.
 - (b) At any time during the term of this Agreement, 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 for m Paragraph S(a) of this Agreement.

- (c) *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement, with the exception that reimbursement for any and all travel within the boundaries of the school district is already included in the salary amount listed above in Paragraph S(a). The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside of the school district; such costs may include, but are not limited to gasoline, hotels, and accommodations, meals, rental cars, 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 policy for travel outside of the school district.

Insurance. The District shall pay the premiums for major medical and dental insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for all employees.

Vacations, Holidays, Sick Leave. The Superintendent may take, at the Superintendent's choice, the same number of days of vacation and/or non-duty days authorized by 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 or non-duty 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 Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.

Professional Growth. The Superintendent shall devote the Superintendent's time 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 reasonable attendance and participation in appropriate professional meetings at local, regional, state, and national levels, as approved by the Board. The Superintendent's dues for membership in up to three professional organizations, will be paid by the District, subject to preauthorization in the then current year's budget. Additional organization dues may be authorized, subject to Board approval.

Civic Activities. The Superintendent is encouraged to participate in community and civic affairs.

6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

7. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law.
8. The Board may dismiss the Superintendent during the contract term for good cause only in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.
9. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
10. A determination by the Board that a consolidation of the District with one or more other school districts which requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
11. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
12. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
13. At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.
14. 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 school year. The Superintendent may resign, with the consent of the Board, at any other time.
15. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
16. The District shall defend and insure the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceedings brought against Superintendent in his official capacity provided the incident(s) which is (are) the basis of any claim or lawsuit, in the judgment of the Board of Trustees, arose while Superintendent was acting in good faith and within the course and scope of his employment with the District. This clause excludes criminal litigation and is limited by the authority of the District to provide such coverage under state law. The Superintendent hereby agrees to fully cooperate with the District and its authorized representatives in the handling of such claims, both during and after the term of employment with the District. The District may obtain insurance coverage to protect the Superintendent under this section.

17. In the event any one or more of the provisions contained in this Agreement 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 Agreement 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 Agreement and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

Signed this 11th day of April, 2018



Ed Navarette, President, Board of Trustees

Signed this 16 day of April, 2018



Paul Michalewicz, Superintendent