

SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS

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COUNTY OF NACOGDOCHES

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THIS CONTRACT is made and entered into by and between the **Board of Trustees** (the "Board") of the **Garrison Independent School District** (the "District") and **Reid Spivey** (the "Superintendent").

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

1. TERM

- 1.1 *Employment.* 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 three (3) years, beginning on July 1, 2019 and ending on June 30, 2022. 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 *No Right of 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 contractual obligation, expectancy of continued employment, claim of entitlement, or property interest, express or implied, is created beyond the contract term.

2. EMPLOYMENT

- 2.1 *Duties.* The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and/or Board policy 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 adopted or amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor and attention to the performance of his duties during the term of this Contract.
- 2.2 *Professional Certification and Records.* The Superintendent shall, at all times during employment by the District, hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board for Educator Certification and all other certificates required by law or Board policy. This Contract is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Contract void. Any material and intentional misrepresentation may be grounds for dismissal.

- 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 *Consultant Activities.* The Superintendent agrees to devote his time, skill, labor and attention to performing his duties, but may undertake consulting work, speaking engagements, lecturing, training and other professional duties that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent will inform the Board prior to undertaking any such consulting work, speaking engagements, lecturing, training or other professional duties.
- 2.5 *Professional Growth.* The Board encourages the Superintendent to attend, actively participate in, and/or join professional and civic organizations at the local, state and national levels. The District shall pay membership fees and dues to two (2) professional organizations necessary to maintain and improve the Superintendent's professional skills. The District may also pay membership fees and dues of the Superintendent to two (2) local civic organizations.
- 2.6 *Board/Superintendent Relations.* 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 appropriate action, and the Superintendent shall refer such matters to the appropriate district employee or shall investigate such matter 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.
- 2.7 *Attendance at Board Meetings.* The Superintendent shall attend all meetings of the Board, both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded, advance permission has been granted to the Superintendent by the Board to be absent, or the Superintendent is absent by reason of illness. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation, and from those closed meetings devoted to interpersonal relationships between individual Board members or when the Board is acting in its capacity as a tribunal.
- 2.8 *Residency Requirement.* As a condition of employment, the Superintendent is required to be a resident of the District for the term of this Contract.

3. **COMPENSATION**

- 3.1 *Salary.* The District shall provide the Superintendent with an annual salary in the sum of \$100,000. This annual salary rate shall be paid in equal monthly 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 mutual agreement of the two parties.

3.3 *Expenses.* 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 Superintendent shall comply with all reimbursement procedures and documentation requirements in accordance with Board policy.

3.4 *Vacation, Holidays, Sick Leave.* The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff on 12-month contracts and shall be allowed the same number of days for vacation, sick leave, and/or personal leave as provided by Board policy for the professional staff on 12-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.

4. REVIEW OF PERFORMANCE

4.1 *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.

4.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

4.3 Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5. RENEWAL OR NON-RENEWAL

5.1 *Renewal/Non-renewal.* Renewal or non-renewal shall be in accordance with Board policy and applicable law.

6. TERMINATION OF EMPLOYMENT

6.1 *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. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Contract without the written consent of the Board.

6.2 *Death/Retirement.* This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

- 6.3 *Dismissal for Good Cause.* The Board may dismiss the Superintendent and terminate this Contract or suspend the Superintendent without pay at any time for good cause as determined by the Board.
- 6.4 *Termination Procedure.* In the event that the Board proposes to terminate this Contract or suspend the Superintendent without pay for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state law.
- 6.5 *Resignation.* 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 no 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.

7. PROFESSIONAL LIABILITY

- 7.1 The District shall, to the extent it is permitted to do so by applicable law, including, but not limited to, Texas Civil Practice & Remedies Code Chapter 102, indemnify, defend, and hold the Superintendent harmless from any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages, including court costs and attorney's fees, incurred by the Superintendent in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, 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. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.
- 7.2 The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.
- 7.3 The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District.

The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

8. MISCELLANEOUS

- 8.1 *Controlling Law.* This Contract shall be governed by the laws of the State of Texas and shall be performable in Nacogdoches County, Texas. Venue of any action brought pertaining to this Contract shall be in Nacogdoches, Nacogdoches County, Texas.
- 8.2 *Amendment.* This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.
- 8.3 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 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.

APPROVED by the Garrison ISD Board of Trustees on the 25th day of March, 2019.

GARRISON INDEPENDENT SCHOOL DISTRICT

By: 
Bart Reneau
President, Board of Trustees

By: 
Justin Shull
Secretary, Board of Trustees

SUPERINTENDENT


Reid Spivey