

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 § KNOWN BY ALL MEN BY THESE PRESENTS
COUNTY OF NACOGDOCHES §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into by and between the **Board of Trustees** (the "Board") of the **Nacogdoches Independent School District** (the "District") and **Dr. Gabriel Trujillo** ("Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 and Chapter 21 of the Texas Education Code, 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 for the District for a period of approximately three (3) years and two (2) months beginning April 6, 2020 and ending June 30, 2023, unless sooner terminated or nonrenewed under the provisions of this Contract, state law and/or Board policy. 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 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.

2. Employment

2.1 Duties. The Superintendent shall perform the duties of Superintendent for the District as prescribed in state law, the job description, Board policy, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and regulations, and District policy and regulations as they exist or may hereafter be amended.

2.2 Professional Certification and Records. This Contract is conditioned on the Superintendent's satisfactorily providing the necessary valid certification and experience records, and other records required by law, District policy, State Board of Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render the Contract void. Failure to maintain necessary certification shall be independent grounds for dismissal. Any material misrepresentation in obtaining or providing such records is independent grounds for dismissal.

2.3 Board Meetings. The Superintendent shall 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 Superintendent's 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. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

2.4 Criticisms, Complaints, and Suggestions. 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/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) 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.

3. Compensation

3.1 Salary. The District shall pay the Superintendent a gross annual salary in the sum of \$200,000.00 for each 12-month period of the term, to be paid in equal monthly installments consistent with the District's practices. The Superintendent shall be paid on a pro-rata basis for the period of April 6, 2020 through June 30, 2020.

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, except as expressly provided herein or as allowed by state law, shall the Superintendent's salary be reduced during the term except as mutually agreed by the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

3.3 Out-of-District Travel Expense Reimbursement. The District shall reimburse the Superintendent for reasonable out-of-District travel expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The Superintendent shall comply with all procedures and documentation requirements in accordance with the Board policies and District procedures.

3.4 Insurance. The District shall provide the same health and medical benefits for the Superintendent on the same basis as provided to its administrative employees pursuant to the group health care plan and related benefits provided by the District.

3.5 Leave Benefits. The Superintendent shall observe the same legal holidays and receive the same leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

3.6 Relocation. The District shall provide the Superintendent with a housing allowance in the amount of \$3,000.00 payable monthly for April, May and June, 2020. The District shall pay costs for relocation of the Superintendent to Nacogdoches, Texas, in the amount of \$10,000, on or before July 1, 2020.

3.7 Professional Liability and Indemnification. The District agrees that it shall defend, hold harmless and indemnify 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, provided the incident arose while the Superintendent was acting within the course and scope of his employment; excluding, however, any such demand, claim, suits, actions or legal proceeding where it is determined that the Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. It is expressly understood that a legal defense may be provided through insurance

coverage, in which case the Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Paragraph 3.7 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

3.8 Professional Growth. The District shall pay the Superintendent's membership dues to professional associations and bear reasonable cost and expense for registration, travel, meals, lodging and other related expenses for attendance at conferences and/or meetings necessary to maintain and improve the Superintendent's professional skills, subject to Board approval.

3.9 Civic Activities. The District shall pay the Superintendent's membership dues to local civic organizations, including, by way of example, rotary, chamber of commerce, and local governmental committees, necessary to maintain and improve the Superintendent's community relations, subject to Board approval.

3.10 Outside Consultant Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

4. Annual Performance Goals

4.1 Development of Goals. The Superintendent shall submit to the Board each year prior to August 1, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

4.2 Goals Approved by the Board. The goals approved by the Board shall be specific, definitive and measurable, to the extent feasible.

5. Review of Performance

5.1 Times 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. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and the accomplishment of the District and State Board of Education performance goals.

5.2 Review of Evaluation. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal 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.

6. Renewal or Nonrenewal of Employment Contract

6.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Section

21.212 of the Texas Education Code.

7. 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 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 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.

7.3 Good Cause. This Contract may be terminated at any time for good cause in accordance with Section 21.211 and/or 21.212 of the Texas Education Code and applicable Texas law.

7.4 Retirement or Death. This contract shall be terminated upon the retirement or death of the Superintendent.

8. Amendment of Contract Due to Financial Exigency

8.1 On the basis of financial exigency declared under Texas Education Code Section 44.011 that requires a reduction in personnel, the Board may, in accordance with Texas Education Code Section 21.212(f), choose to amend the terms of this Contract. If the Board chooses to amend this Contract, the Superintendent may resign without penalty by providing reasonable prior written notice to the Board. The parties hereby agree that reasonable prior written notice (for

purposes of this section only) is at least thirty (30) days but no more than ninety (90) days. The Superintendent may continue employment for the notice period under the prior contract.

9. Miscellaneous

9.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Nacogdoches County, Texas, unless otherwise provided by law.

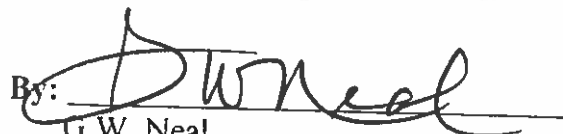
9.2 Conflicts. Any future amendments in the law applicable to this Contract are hereby incorporated herein for all purposes. Provided, in the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state 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 term of the Contract.


9.3 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.

9.4 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the Superintendent and Board, except as expressly provided herein.

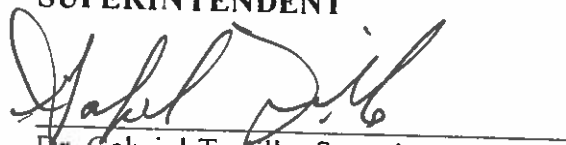
APPROVED by the Nacogdoches ISD Board of Trustees on the ___ day of March, 2020.

NACOGDOCHES INDEPENDENT SCHOOL DISTRICT

By: 
G.W. Neal
President, Board of Trustees

By: 
Tyrrel C. Grohman, M.D.
Secretary, Board of Trustees

SUPERINTENDENT


Dr. Gabriel Trujillo, Superintendent