

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS

Date Given to Employee 1-22-18

COUNTY OF GAINES

Date Returned by Employee 1-22-18

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 13th day of January 2018 by and between the Board of Trustees (the "Board") of the Loop Independent School District (the "District") and Darrell Ericson (the "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:

I. 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, for a term three years, commencing on June 1, 2018, and ending on June 30, 2021. 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 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.

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 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 amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with the highest degree of care, diligence, skill, and expertise.
- 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 any 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 directed by the Board, the Superintendent shall attend all meetings of the Board.
- 2.5 **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 in a manner consistent with state law and Board policy
- 2.6 **Indemnification.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined by the Board that 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; 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 Superintendent. The selection of Superintendent's legal counsel shall be at the discretion of the Board. A legal defense may be provided through insurance coverage. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this contract.

III. Compensation

- 3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of eighty- eight thousand four hundred Dollars (\$88,400.00). This annual salary rate 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 mutual agreement of the two parties or in accordance with state law.
- 3.3 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. 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. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

- 3.4 **Insurance.** The District shall pay at least the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.
- 3.5 **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. To the extent that they do not interfere with the carrying out of the day-to-day duties of the Superintendent, the Board 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. *In* its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Board deems appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to no more than two professional organizations, as well as other memberships, previously approved by the Board in writing, necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.
- 3.6 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The District shall pay the membership dues, previously approved by the Board in writing, to community or *civic* organizations selected by the Superintendent. In addition to membership dues, the expenses of participation in such activities shall be borne by the District. The Superintendent shall receive Board approval prior to seeking reimbursement for any such expenses under this section 3.6.
- 3.7 **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 only upon prior written authorization of the Board. Should the Board approve such Consulting Services, the Superintendent may accept a reimbursement of expenses and/or be paid an honorarium 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.
- 3.8 **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 up to a budgeted amount of \$6,000.00. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel. 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. The Superintendent shall make a monthly report to the Board of any such expenses to be reimbursed under this section 3.8 prior to

receiving any payment for such expenses.

- 3.9 **Automobile- District Vehicle.** The District shall provide the Superintendent with a late model, full- size automobile for the Superintendent's business use. The District shall fully maintain the automobile in a safe and good working condition and maintain an automobile liability insurance policy on the automobile with the Superintendent as the named insured. The District shall fully pay or reimburse the Superintendent for expenses incurred in the maintenance and use of said automobile and may, in its sole discretion, provide the Superintendent with a credit card owned by the District to which such reasonable automobile expenses may be charged.
- 3.10 **Mobile Telephone.** The District shall provide to the Superintendent, at no cost to the Superintendent, a cell phone for business and personal use. The Superintendent recognizes that all bills and paperwork relating to such District-provided cell phone are public information under the Texas Public Information Act.
- 3.11 **Housing.** The District agrees to rent suitable housing to the Superintendent during the term of this Contract for \$200 per month and agrees to pay for all utilities, repairs and maintenance, including lawn and garden care, and other housing costs. The Superintendent assumes any and all federal tax liability for such benefit.
- 3.12 **Liability.** The District shall obtain, if available, and pay premiums for a Professional legal liability Insurance policy with coverage for the Superintendent during the term of this Agreement.

IV. Annual Performance Goals

- 4.1 **Development of Goals.** The Superintendent shall submit to the Board each year, for the board's consideration and adoption, a preliminary list of goals for the District.

V. Review of Performance

- 5.1 **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 in accordance with the Board adopted policies.
- 5.2 **Confidentiality.** The evaluation of the Superintendent shall at all times be conducted in executive session as required by Board policy 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.
- 5.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance its policies.

VI. Extension or Nonrenewal of Employment Contract

- 6.1 **Nonrenewal.** Nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

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. The term "good cause" is defined in state law and Board Policy.
- 7.4 **Termination Procedure.** In the event that the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state 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.
- 7.6 **Agree-to Contract Termination Consideration.** Notwithstanding anything to the contrary set forth in this Agreement, the Superintendent and the Board agree that the Board may, at its discretion, end the employment relationship between Superintendent and District effective at the end of the school year by paying to the Superintendent the sum of one year's salary at his then current salary rate in consideration for his absolute waiver of all rights he may possess under Chapter 21 of the Texas Education Code, and Superintendent agrees to accept such sum as consideration to waive his Chapter 21 rights.

VIII. Miscellaneous

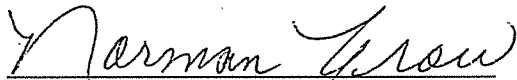
- 8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Gaines County, Texas, unless otherwise provided by law.
- 8.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except 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 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.

- 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 agreements 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.
- 8.5 Acceptance. This offer will expire unless signed and returned to the Board or its authorized representative by _____ the _____ day of 2018.

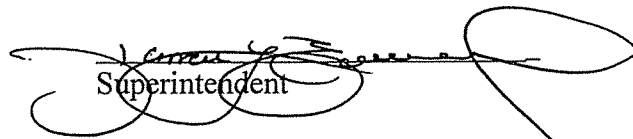
LOOP INDEPENDENT SCHOOL DISTRICT

Signed this 22 day of JANUARY, 2018.



President, Board of Trustees

Signed this 22 day of January, 2018.



Superintendent