

- 2.5 Criticisms, Complaints, and Suggestions.** The Board, individually or 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 efforts.

III. COMPENSATION

- 3.1 Salary.** The District shall provide the Superintendent with an annual salary in the sum of Ninety-Five Thousand Seven Hundred Dollars (\$95,700.00). This annual salary rate shall be paid to the Superintendent in twenty-four equal semi-monthly payments.
- 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 pursuant to Section 3.1 of this Contract. Such adjustments shall be in the form of a written addendum to this Contract or a new contract.
- 3.3 Expense Benefit.** 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 District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such 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 which include, but are not limited to, professional dues and local civic dues. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
- 3.4 Automobile Allowance.** The Superintendent waives any automobile allowance under the terms of this Contract. Such an allowance may be a consideration under a future Contract.
- 3.5 Insurance Benefits.** The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its professional employees.
- 3.6 Professional Legal Liability Benefit.** The District shall obtain, if available, and pay premiums for a Professional Legal Liability Insurance policy with coverage in the sum of One Million Dollars (\$1,000,000) with the Superintendent as the named insured with premiums not to exceed the sum of Two Thousand Dollars (\$2,000).
- 3.7 Retirement Plan/Annuity Benefit.** The Superintendent waives any additional retirement plan/annuity benefit other than the normal Teacher Retirement System of Texas (TRS), which is offered to all "regular" (not "substitute") employees. Such an allowance may be a consideration under a future Contract.
- 3.8 Vacation, Holidays, Sick Leave Benefit.** The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the same number of days of vacation 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 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 sick leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.
- 3.9 Annual Physical Examination Benefit.** The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The physician shall submit a statement to the Board verifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in the Superintendent's personnel file. The statement shall remain confidential to the extent permitted by law. The District shall pay all costs of the annual physical examination.
- 3.10 Professional Growth Benefit.** In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and Board deem appropriate, to attend seminars, courses, or meetings in accordance with the Board's policies.
- 3.11 Outside Consultant Activities Benefit.** The Superintendent may serve as a consultant and receive reimbursement of expenses and/or paid an honorarium or other compensation for such consultant services at no expense to the District. Consultant activities shall occur outside of the Superintendent's regular work hours with the District and with prior approval of the Board. Consultation provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.
- 3.12 Civic Activities Benefit.** The Superintendent is encouraged to participate in community and civic affairs in accordance with the Board's policies.

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. 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. These goals will be presented, for the Board's consideration and approval, sixty (60) days following the completed Superintendent's evaluation.

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. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.
- 5.2 **Confidentiality.** The evaluation of the Superintendent shall be conducted in executive session to the extent permitted by law 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 Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law.

VI. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

- 6.1 **Renewal/Nonrenewal.** Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

VII. TERMINATION OF EMPLOYMENT CONTRACT

- 7.1 **Mutual Agreement.** This Contract shall 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 Board policy and applicable law.
- 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 and federal law.

VIII. MISCELLANEOUS

- 8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Brazoria 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. All existing agreements and contract, 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.
- 8.3 **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 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.

DANBURY INDEPENDENT SCHOOL DISTRICT

ATTEST:

By: _____
Daryl Peltier - Secretary, Board of Trustees

Address: 1610 CR 47
Danbury, Texas 77534

By: _____
Tommy Harvey -President, Board of Trustees

Address: P.O. Box 462
Danbury, Texas 77534

By: _____
Eric V. Grimmatt - Superintendent of Schools

Address: 2417 Chelmsford Ct.
Alvin, Texas 77511