

MATHIS INDEPENDENT SCHOOL DISTRICT

Superintendent's Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of MATHIS INDEPENDENT SCHOOL DISTRICT (the "District" or "M.I.S.D.") and Tim N. Norman, (the "Superintendent"). M.I.S.D., the Board, and the Superintendent are also hereinafter referred to collectively as "parties."

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant Chapter 11, Subchapters D and E, Section 11.201 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 agree to employ the Superintendent, and the Superintendent agrees to serve, as the Superintendent of the District, for a term beginning on February 21, 2022, and ending on June 30, 2025. The Board may, with 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. Certification**

- 2.1 **Professional Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or revoked, this Contract is void.

**III. Representations**

- 3.1 **Beginning of Contract:** The Superintendent represents that he has disclosed to the Board, in writing, any arrest and any indictment, conviction, *nolo contendere* (no contest) plea, guilty plea or other adjudication of the Superintendent for any felony, offense involving moral turpitude, or any other offense listed at 19 Tex. Admin. Code § 249.16(b). The Superintendent understands that a criminal history record, absent any arrest and any indictment, conviction, *nolo contendere* (no contest) plea, guilty plea or other adjudication of the Superintendent for a felony or crime involving moral turpitude as defined by Texas law and acceptable to the Board, at its sole discretion, is a condition

precedent to this Contract. The Superintendent agrees to submit to a review of his or her national criminal history information if required by the District, TEA or SBEC.

- 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent shall notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, offense involving moral turpitude or any offense set forth in Policy DH(Local). The Superintendent agrees to provide such notification in writing within seven (7) calendar days of the event.
- 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his employment application and documents related thereto are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

#### IV. Employment

- 4.1 **Duties.** The Superintendent is the educational leader and 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 lawfully assigned by action of the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The specific duties articulated in this paragraph are a non-exhaustive set of examples.
- 4.2 **Authority.** The Superintendent shall perform such duties and have such powers as may be prescribed by the Texas Education Code, federal and state law, and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the Contract term. All duties and responsibilities assigned by the Board shall be appropriate to and not inconsistent with the professional role and responsibilities of a Superintendent. In the case of administrative assignment and reassignment, the Superintendent shall inform the members of the Board prior to administrative assignment and/or reassignment.

- 4.3 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations created and/or as they exist or may hereafter be amended.
- 4.4 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 4.5 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, except for 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. The Superintendent will be normally required to attend all executive sessions of the Board, but this Contract shall not grant the Superintendent a right to attend all executive sessions of the Board. In the event of illness, or Board President approved absence, the Superintendent's designee shall attend such meetings. The Superintendent or the Superintendent's designee shall attend any Board Committee Meetings, Board-authorized and approved citizen committee meetings, and further, at the Board's request made during open session of a Board meeting, the Superintendent shall provide recommendation(s) and/or information to the chair of the committee as to those specifically identified and appropriately agenda items of business considered at each Board Committee Meeting or Board-authorized and approved citizen committee meeting including any matter that is voted on by the Board.
- 4.6 **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 to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) 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 Board policies. The Superintendent shall establish an administrative process for addressing informal complaints, criticisms and suggestions reported to him and/or his administrative staff.

## V. Compensation and Benefits

- 5.1 **Salary.** In determining the Superintendent's daily rate, Superintendent's compensation shall be based on a 226-day administrator contract. The District shall pay the Superintendent an annual salary in the sum of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) per each twelve (12) month period, and all compensation shall be payable in installments of one-twelfth (1/12) of the total annual salary on the last work day of each month for the Superintendent's services rendered during the preceding month or in accordance with the schedule of salary payments in effect for other certified employees, at the option of the Superintendent. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent

acknowledges that the District may have certain rights pursuant to Education Code Sections 21.4021 regarding a widespread salary reduction and/or 21.4032 regarding furlough.

- 5.2 **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 Subsection 5.1 of this Contract except by mutual Agreement of the parties, or as otherwise required by law. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.
- 5.3 **Vacation and Personal Leave.** The Superintendent shall observe the same holidays and breaks as provided by the Board's adopted annual calendar. The Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted board policy. Beginning with the 2022-2023 work year, the Superintendent will be entitled to ten (10) days of paid, noncumulative, vacation days per year. While the Board encourages Superintendent to take vacation days authorized hereunder, the vacation days taken by the Superintendent shall not unduly interfere with Superintendent's duties and responsibilities, and Superintendent shall make suitable arrangements to reasonably ensure the administrative management of MISD during the Superintendent's absence. Superintendent shall also notify the President of the Board or, in the President's absence, the Vice-President of Board, of Superintendent's intention to take vacation days.
- 5.4 **District Benefits.** MISD shall pay all premiums to enroll and maintain the Superintendent in the same MISD health insurance plan, including medical, dental and vision plans offered by MISD to all District employees. The Superintendent shall be entitled to all other benefits applicable to full-time administrative employees, as are incidental to their employment relationship with the District, including leaves, retirement program, and other applicable administrative employee benefits. Except for those benefits that are specifically and exclusively granted to the Superintendent in this Contract, the Board reserves the right to add, amend and/or rescind any of its policies and/or resolutions at any time during the term of this Contract to reduce or increase such District benefits, at the Board's sole discretion.
- 5.5 **District Automobile.** While on District premises and for travel on District-related business and limited personal use, the Superintendent shall have the right to use a District vehicle, when the vehicle is not in use or required for other District purposes. For example, limited personal use includes, but is not limited to use of the vehicle for personal errands incidental to a business purpose. The District will use its best effort to have a District vehicle parked outside the administrative building when not in use.
- 5.6 **Cell Phone.** The District shall provide the Superintendent with a mobile telephone allowance in the sum of One Hundred and No/100 Dollars (\$100.00) per month. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total

responsibility for payment of such personal account and the District shall have no obligation or responsibility related to said mobile telephone account other than the monthly payment to the Superintendent of the mobile telephone allowance stated herein. The Superintendent understands that information stored in his cell phone, computer or other device is subject to public disclosure if such information is related to the public business of the School District or to his duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other device, whether owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on the cell phone, computer or other devices containing such data or information shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or inform.

5.7 **Civic Activities.** The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

5.8 **Membership in Professional/Service Organizations.** The District shall pay 100% of the District's and/or Superintendent's membership charges to the following organizations:

- a) Texas Association of School Administrators (TASA);
- b) American Association of School Administrators; and
- c) Texas Association of Latino School Administrators and Superintendents (TALAS); and
- d) Other professional dues and/or service club/organization dues/fees as the Superintendent deems necessary to maintain and improve his professional skills and/or benefit the District, as permitted by law and approved by the Board in the budget not to exceed five hundred dollars (\$500.00) per school year.

The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

5.9 **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 will be reimbursed

by the District on a per mile basis for all business travel in the Superintendent's personal automobile in accordance with District policy when a District-owned vehicle is not available to the Superintendent for such travel or the Superintendent elects to use his personal vehicle. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel to destinations outside the District. 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 and administrative regulations, including, but not necessarily limited to the Fiscal Manual (Fiscal Guide for District Staff).

- 5.10 **Professional Liability/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, matters involving the termination or nonrenewal of the Superintendent's employment, any matters involving criminal charges and/or criminal litigation against the Superintendent, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined 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. In no event shall individual Board members be considered personally liable for defending the Superintendent against any claims. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case 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 Section 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 shall survive the termination of this Contract, and during the term of this Contract, the Superintendent agrees to fully cooperate with the District and its authorized representatives in the handling and defense of such Claims, as may be required by the District.

After termination of this Contract, the Superintendent agrees to provide assistance to and cooperate with the District, its Board, Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, Board, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of the Superintendent's employment with the District, at no additional expense to the District other than reimbursement to the Superintendent for his/her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of taking time off from his/her then current employment to assist the District at its request. If the Superintendent is not employed at the time, the District shall compensate the Superintendent at his/her daily rate of pay, calculated by dividing the Superintendent's salary under the Contract by 226. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance.

All other terms and obligations created by this Contract notwithstanding, the District shall not be required, in any event, to defend, hold harmless and/or pay any costs associated with any proceeding where the Superintendent and the District and/or the Board are named as adversarial parties in such Claims or where the alleged conduct or action of the Superintendent is outside the course and scope of his employment with the District, provided that neither the District, the Board, Board member nor District representative joins the proceeding as a named adverse party in order to avoid providing a defense to the Superintendent.

- 5.11 **Moving/Relocating Expenses.** In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving and relocating the Superintendent's family and belongings up to Two Thousand Dollars (\$2,000.00). The Superintendent shall document all moving and relocation expenses with receipts, cancelled checks or credit card statements, and the District shall reimburse the Superintendent for all such documented expenses within thirty (30) days of the District's receipt of such documented expenses.
- 5.12 **Insurance-Life and Disability.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the dollar amount of the total premiums paid by the Superintendent to enroll and maintain the Superintendent in life and disability insurance. This additional salary supplement for services rendered shall be in addition to the salary in 5.1 and paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.
- 5.13 **Supplemental Retirement.** Beginning on or before June 30, 2022, and on or before

each June 30th thereafter during the Term, including any extensions thereof, the District shall contribute to a Supplemental Retirement Tax Deferred Plan or plans (the "Plan") established for the benefit of the Superintendent under Section 403(b), Section 457(b), and/or Section 401(a) of the Internal Revenue Code ("Code") a lump sum amount equal to Three Thousand and no/100 Dollars (\$3,000.00). If the Contract is terminated for any reason prior to June 30th of a year in which the contribution under this section has not been made, the District shall make the contribution on or before the date of termination.

Unless already established, the 403(b) and 401(a) plans shall be established as employer-paid plans with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. Unless already established, the 403(b) plan, 401(a) plan, and 457(b) plan shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan, 401(a) plan, and 457(b) plan shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to where the contributions to the Plan are invested, to the extent such investments comply with applicable State and federal laws. The Superintendent shall not be entitled to receive in cash any portion of the aforementioned funds that exceed the contribution limit or limits established by law. Each such Plan established on behalf of the Superintendent shall provide that contributions made to the Plan by the District and all earnings thereon shall be fully vested in the Superintendent on June 30, 2027.

Contributions made by the District to the Plan shall first be made to the 403(b) plan. If the contribution to the 403(b) plan exceeds the contribution limit established by law for such plan, then the remaining contribution by the District shall be made to the 457(b) plan. If the contribution to the 457(b) plan then exceeds the contribution limit established by law for such plan, the remaining contribution by the District shall be made to the 401(a) plan.

- 5.14 **Reporting to Texas Teacher Retirement System.** The District agrees to report all creditable compensation to TRS as defined by law and outlined in this Contract. The parties expressly understand and agree that TRS is solely responsible for determining whether reported compensation is creditable and eligible for TRS. The parties further agree that the District shall not be held responsible or liable for any monetary damages resulting from a determination by TRS that certain compensation issued under this Contract is not creditable or eligible for TRS, so long as the District treated and reported such compensation in accordance with the terms of this Contract.

## **VI. Annual Performance Goals & Review of Performance**

- 6.1 **Development of Goals.** The Superintendent shall, by October 1, of each year of this Contract, submit for the Board's consideration and adoption a preliminary list of goals for the District. The Superintendent and the Board shall then meet, and the Board shall



approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall be reduced to writing (“District Goals”) and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

6.2 **Review of Performance.** The Board shall evaluate and assess the performance of the Superintendent, at least, once a year of this Contract. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

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

6.4 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provision of Article IV and Article VI of this Contract, the Board policies, and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, as part of the evaluation, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. In the event that the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, such modifications would require new or different performance expectations, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## **VII. Professional Growth and Outside Activities.**

7.1 **Professional Growth and Outside Activities.** The Superintendent shall devote his full-time attention and energy to the administration and supervision of the District. However, within the established, applicable budget, the Board shall allow the

continuing professional growth of the Superintendent through his attendance at local, state and national school administrator and/or school board associations; local, state and national conferences, seminars and/or courses offered by public or private institutions, commissions or committees related to education; and informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent in the performance of his professional responsibilities for the District.

The Board shall permit a reasonable amount of release time for the Superintendent to attend such functions; and the District shall pay for the reasonable and necessary fees for travel and subsistence expenses, in accordance with the District's Travel Reimbursement Settlement Allowances and Procedures in place and as may be amended from time to time.

### **VIII. Residency**

- 8.1 **Residency.** The Superintendent shall establish his residency within the geographical boundaries of Mathis I.S.D. on or before June 30, 2022. Following the Superintendent's establishment of residency in the District, the Superintendent shall reside within the geographical boundaries of Mathis I.S.D., at all times during his employment with the District.

### **IX. Suspension**

- 9.1 **Suspension.** In accordance with Chapter 21 of the Texas Education Code, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

### **X. Extension or Nonrenewal**

- 10.1 **Extension/Nonrenewal.** Extension or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

### **XI. Termination of Employment Contract**

- 11.1 **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.
- 11.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.
- 11.3 **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 as follows:
- a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract.

- b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency.
- c. Insubordination or failure to comply with lawful written Board directives.
- d. Failure to comply with written Board Policies or District administrative regulations.;
- e. Neglect of duties.
- f. Drunkenness or excessive use of alcoholic beverages.
- g. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. Conviction of a felony or crime involving moral turpitude;
- i. Failure to meet the District's standards of professional conduct;
- j. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development.
- k. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
- l. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the district. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- m. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's activities;
- o. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- p. Failure to fulfill requirements for superintendent certification.
- q. Failure to fulfill the requirements of a deficiency plan under an Emergency Plan; or,
- r. Any other reason constituting "good cause" as defined by Section 21.211 and 21.212 of the Texas Education Code.

11.4 **Termination Procedure.** In the event the Board proposes the termination of 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.

11.5 **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 45<sup>th</sup> 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.

## **XII. General Provisions.**

- 12.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in San Patricio County, Texas, unless otherwise provided by law.
- 12.2 **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.
- 12.3 **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.
- 12.4 **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.
- 12.5 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 12.6 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- 12.7 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.
- 12.8 **Multiple Originals.** This Agreement is executed in two originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

### **XIII. Notices**

- 13.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's Human Resources Department and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-

delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

- 13.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice-President of the Board. The Superintendent may provide such notices by hand- delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice-President's addresses of record, as provided to the District.

I have read this Contract, prepared in duplicate originals, and agree to abide by its terms and conditions:

**MATHIS INDEPENDENT SCHOOL DISTRICT**

By: Melinda Barajas  
MELINDA BARAJAS  
President, Board of Trustees

**SUPERINTENDENT**

By:   
TIM N. NORMAN

Date offered and executed: 2/15/2022  
MBC

Date accepted and executed: 2/15/2022  
MBC