

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS §

This Superintendent's Employment Contract (the "Contract") is entered into by and between the Board of Trustees (the "Board") of College Station Independent School District (the "District"), as a body politic and corporate, of Brazos County, Texas, and Michael T. Martindale (the "Superintendent"). This Contract is entered into and executed pursuant to the authority of Texas Education Code Section 11.201, Texas Education Code Chapter 21, and the general laws of the State of Texas. The Board on behalf of the District and the Superintendent may be referred to jointly in this Contract as "Parties".

The Board and the Superintendent, for and in consideration of the terms stated in this Contract, hereby agree as follows:

I. TERM

1.1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, for a term **beginning April 21, 2020 and ending June 30, 2023**, and the Superintendent does here accept such employment as Superintendent of Schools.

1.2. **Extension.** At any time during the Contract, the Board may, in its discretion extend the term of the Contract and approve a new Contract or amendment, adding one year to the term. Extension of the Contract may be considered as part of the annual evaluation process under Section IV of this Contract. Failure to extend the Contract for an extended term shall not constitute nonrenewal under Board policy. The Superintendent shall have no right to such extension.

1.3. **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.

1.4. **Certification.** The Superintendent shall maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

II. REPRESENTATIONS

2.1. **Beginning of Contract.** The Superintendent represents that he has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record, acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

2.2. During Contract. The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.

2.3. False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentation, 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.

III. DUTIES

3.1. Duties. The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent is the chief administrative officer of the District. The Superintendent shall perform such duties as prescribed in state law, the job description, and Board policies, as well as any additional lawful duties as the Board may designate from time to time.

3.2. Performance. Except as otherwise permitted by this Contract or Board action, 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 policies, and regulation as they exist or may hereafter be adopted or amended.

3.3. Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

3.4. Board Meetings. The Superintendent shall attend, and shall be permitted to 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 the discussion of Board officer elections, 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.

3.5. Criticisms, Complaints, and Suggestions. The Board, individually and 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.

3.6. Residence in the District. During the term of this Contract and any extension thereof, the Superintendent shall maintain his primary legal residence within the geographic boundaries of the District.

IV. EVALUATION

4.1. Time and Basis of Evaluation. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of his Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based at least in part on the District's progress towards accomplishing the written District Goals as discussed by the Superintendent and Board, and as adopted by the Board.

4.2. Confidentiality. Unless the Board and Superintendent agree otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed or executive 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.

4.3. Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. Upon completion of the evaluation by the Board, the Board shall meet with the Superintendent to discuss the evaluation. 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.

V. COMPENSATION

5.1 Salary. The District shall pay the Superintendent an annual salary of two hundred thirty-seven thousand dollars (\$237,000) per year. This annual salary shall be paid to the Superintendent in equal installments in accordance with Board policies.

5.2 Adjustments. At any time during the term of this Contract or any extension thereof, 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 this Contract. Adjustments to salary and any other compensation under Section V of this Contract shall be based only on performance in accordance with the Superintendent's annual evaluation under Section IV of this Contract and not on any general increase for District administrators, unless otherwise determined by the Board.

5.3 Benefits. The District shall provide benefits to the Superintendent as provided by state law and Board policies, and consistent with benefits provided to other professional employees on twelve-month contracts, unless specified otherwise in Board policy or in this Contract. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

5.4 Professional Membership Fees. Reasonable fees and costs will be paid by the District for the Superintendent's membership and participation in organizations related to his professional development and civic responsibilities. The Superintendent is encouraged to participate in both professional and civic organizations that expand his professional growth and his involvement in the community. The Superintendent will submit an annual budget for such fees as part of the District's overall budget for Board approval.

5.5 Business Expenses. The District will pay for or reimburse reasonable actual and incidental expenses incurred by the Superintendent in the continuing performance of duties on behalf of the District under this Contract. The District will provide the Superintendent with a national credit card on which he may make charges for all expenses reimbursable by the District. The Superintendent shall comply with all policies, procedures, and documentation requirements in accordance with Board policies and established procedures, which shall be subject to review annually by the District's independent auditors.

The District will pay for or reimburse all reasonable actual and incidental expenses associated with the Superintendent's work with staff members, community members and other persons which are related to the performance of duties as Superintendent. The Superintendent will submit an annual budget for his expenses as part of the District's overall budget for the Board approval.

5.6 Health and Life Insurance. The District shall provide the Superintendent with the same standard group health-related insurance options available to other District employees. The District shall provide the Superintendent with the same "Leadership Team Group Life Insurance" benefits available to District employees who are a part of the leadership team as defined by the Board.

5.7 Vacation Leave Days. In addition to the personal leave days granted to other employees of the District, the Superintendent shall accrue an additional 15 vacation leave days annually. The days may be taken in a single period or at different times as will least interfere with the performance of his regular duties for the District. The Superintendent may carry over a maximum of five vacation leave days from one year to the next, but shall at no time accrue, in the aggregate, more than 30 vacation days. The Superintendent shall notify the Board President of the days he takes as vacation.

5.8 Unused Vacation Days. The District shall pay the Superintendent for any unused vacation leave days up to a maximum of 30 days upon his leaving the District's employ.

VI. LEGAL DEFENSE AND INDEMNIFICATION

6.1 Legal Defense. The District shall provide a legal defense to the Superintendent in connection with any and all demands, claims, suits, actions, or any legal proceedings brought against the Superintendent in an official capacity, for acts or omissions occurring within the course and scope of the Superintendent's employment, to the extent permitted by law. The District shall indemnify the Superintendent against any and all awards, judgments, settlements, or any form of monetary compensation arising out of any demand, claim, suit, action, or legal proceeding brought

against the Superintendent, in an official capacity, for acts or omissions occurring within the course and scope of the Superintendent's employment, to the extent permitted by law.

6.2 Dispute with District. The Board shall not provide a legal defense or indemnification for any demand, claim, suit, action, or any legal proceeding between the Superintendent and the District, its agent, servants, employees, or subordinates.

6.3 Misconduct. Notwithstanding anything in this Section VI or in the Contract to the contrary, the District shall not be obligated to defend or indemnify the Superintendent in the event it is determined that the demand, claim, suit, action, or legal proceeding against the Superintendent is the result of:

- A. An act or omission that involves intentional misconduct or a knowing violation of the law;
- B. A transaction from which the Superintendent received an improper benefit;
- C. An act that involves gross negligence or intent to violate a person's clearly established legal rights; or
- D. An act that involves criminal conduct.

6.4 Insurance. The District may fulfill its obligation under this Section by purchasing insurance coverage as determined by the Board.

VII. RESIGNATION, TERMINATION, NONRENEWAL

7.1. Resignation. The Superintendent may relinquish his position and leave the employment of the District by written resignation addressed and filed with the Board not less than 120 days prior to the effective date of the Superintendent's resignation in the year that the release from this Contract is requested. The Superintendent may resign with the consent of the Board at any other time.

7.2. Termination and Nonrenewal of Contract. Termination or nonrenewal of this Contract will be pursuant to Texas Education Code Chapter 21 and applicable Texas law.

7.3. Retirement or Death. The Contract shall be terminated upon the retirement or death of the Superintendent.

7.4. Suspension. In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent with or without pay during the term of this Contract for good cause as determined by the Board in accordance with applicable Texas law.

VIII. GENERAL PROVISIONS

8.1 Amendment. This Contract may not be amended except by written agreement of the Parties.

8.2 Severability. If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

8.3 Entire Agreement. All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract and any amendments constitute the entire agreement between the Parties.

8.4 Applicable Law and Venue. Texas law shall govern this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.

8.5 Paragraph Headings. The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the heading do not limit or expand the meaning of the paragraphs that follow them.

IX. NOTICES

9.1 To Superintendent. The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation It has to give the Superintendent written notice by delivering the notice through hand delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

9.2 To Board. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice by providing one copy of the notice to the President 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.

This Contract has been approved by majority vote of the Board in a lawfully called and convened public meeting. It is executed by authorized individuals in duplicate on the dates stated below.

The parties have read this Contract and agree to abide by its terms and conditions.

Superintendent:  Date Signed: 4.21.20

College Station Independent School District

By:  Date Signed: 4/21/20
President, Board of Trustees

Attest: _____
Vice President, Board of Trustees