

Superintendent's Employment Contract

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the SOUTHWEST INDEPENDENT SCHOOL DISTRICT (the "District") and LLOYD VERSTUYFT (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree as follows:

1. TERM

Employment. 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 beginning July 1, 2015 and ending on June 30, 2020. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law.

2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by law, Board policies and the job description, and such duties as may be assigned by the Board from time to time. The Superintendent shall perform the duties of the Superintendent of Schools for the District

with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties.

2.2 Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any misrepresentation will be grounds for dismissal.

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

3. COMPENSATION

3.1 Salary. Commencing on July 1, 2015, the District shall provide the Superintendent with an annual salary in the sum of TWO HUNDRED TWENTY-THREE THOUSAND, EIGHT HUNDRED DOLLARS AND NO/100 DOLLARS (\$223,800.00), and further compensation shall reflect the same raise as all professional employees, which shall be paid to the Superintendent in installments consistent with the Board's policies.

3.2 Salary Adjustments. Annually during the term of this Agreement, the Board shall, 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 Agreement.

3.3 Other Benefits.

3.3.1 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. 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 cars, and other expenses incurred in the performance of the business of the District, such costs not to exceed the budgeted amount per District fiscal year. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

3.3.2 Insurance. The Superintendent shall receive all health and medical coverage, including dental and vision coverage which is provided to other twelve-month contract administrative employees.

3.3.3 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board and not to exceed the budgeted amount per District fiscal year.

3.3.4 Professional and Civic Activities. The Board shall pay the Superintendent's membership dues to the American Association of School Administrators, the Texas Association of School Administrators, the Chamber of Commerce and other professional groups in which the Superintendent feels it is necessary to maintain and improve his professional skills, as permitted by law and as approved by the Board in the annual budget. Recognizing the importance of a strong working relationship between the schools and the community, the Board shall pay dues, membership fees and related expenses for membership in service and civic associations as approved by the Board in the annual budget. The Board shall pay or reimburse Superintendent for reasonable expenses approved by Board and incurred by the Superintendent in the continuing performance of his duties under this Contract.

3.3.5 Holidays and Sick Leave. 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 number of illness benefits and leave as authorized by the Board policies for administrative employees on twelve-month contracts.

3.3.6 Professional Liability.

A. The District shall defend and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent for any failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the

Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights or to have engaged in criminal conduct, nor does it apply to criminal litigation. This District may, at its sole option, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph.

B. The Board shall not, however, be required to pay any costs relating to any legal proceedings in the event that the Board and the Superintendent have adverse interests in such litigation.

C. The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District, including matters arising after the term of this contract expires, but which relate to events occurring during the Superintendent's employment with the District.

4. REVIEW OF PERFORMANCE

4.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at a minimum of once each year during the term of this Agreement.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

5. RENEWAL/NONRENEWAL

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

6. TERMINATION OF EMPLOYMENT CONTRACT

6.1 Mutual Agreement. This Agreement 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. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Agreement except as provided herein without the written consent of the Board.

6.2 Death. This Agreement shall be terminated upon the death of the Superintendent.

6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause pursuant to policies and procedures afforded by state and federal law.

6.4 Termination Procedure. In the event that the Board terminates this Agreement for good cause, the Superintendent shall be afforded all rights set forth in the Board's policies and state and federal law.

7. MISCELLANEOUS

7.1 Controlling Law. This Agreement shall be governed by the laws of the State of Texas and is performable in Bexar County, Texas.

7.2 Amendment. This contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

7.3 **Savings Clause.** In the event any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained 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 Agreement.

7.4 **Multiple Originals.** This contract is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

SOUTHWEST INDEPENDENT SCHOOL DISTRICT

John M. Budala By: Mike Fragi
Secretary, Board of Trustees President, Board of Trustees

8-05-15.
Date

8-5-15
Date

SUPERINTENDENT:

Lloyd Verstuyft
Lloyd Verstuyft, Ed.D.

8-5-2015
Date