

EMPLOYMENT CONTRACT

THE STATE OF TEXAS

COUNTY OF SAN AUGUSTINE

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the “Board”) of the San Augustine Independent School District (the “District”) and Dr. Virginia Liepman, (the “Superintendent”).

NOW THEREFORE, the Board and Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 23.29 of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. TERM

- 1.1 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 commencing on October 22, 2014 and ending on June 30, 2017. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the terms of this Agreement as permitted by state law.
- 1.2 No Right of Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term. No property interest, express or implied, in continued employment shall exist beyond the contract term.

2. EMPLOYMENT

- 2.1 Duties.** The Superintendent 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 adopted or amended.

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 time, skill, labor, and attention to performing the duties.
- 2.2 Professional Certification and Records.** This agreement is conditioned on the Superintendent providing the necessary certification and experience 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.
- 2.3 Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent’s consent.
- 2.4 Consultant Activities.** The Superintendent agrees to devote time, skill labor and attention to performing duties, but may, with prior, written Board approval, undertake consulting work, speaking engagements, lecturing, training and other professional duties.

3. COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of Ninety nine thousand five hundred dollars and no 100 (\$99,500.00). This annual salary shall be paid in installments consistent with the Board's policies.

3.2 Salary Adjustments. At any time during the term of this Agreement, 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 Agreement.

3.3 Expenses. The Superintendent is expected to use the school vehicle when on school business. Only if and when there is no district vehicle available, then the District will reimburse the Superintendent for mileage on personal vehicle at the rate established and approved by the Board. The Superintendent shall not use the school credit cards for fuel unless school fuel is not available. The Board will reimburse expenses on approved travel with appropriate documentation. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

3.4 The Board agrees to pay for all reasonable professional fees and dues for the Superintendent.

3.5 The Board agrees to pay Superintendent \$100.00 per month for personal cell phone use.

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 least 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 Board 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. Texas Education Code Chapter 21, Subchapter E, and other applicable laws. As required by the provisions of Section 21.212 (a) of the Texas Education Code, the Superintendent shall be entitled to written notice of a proposed non-renewal, not later than thirty (30) days before the last day of the contract term, containing reasonable notice of the reason (s) for the proposed non-renewal of the Superintendent's Contract with the District.

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 without written consent of the Board.

6.2 Death, Retirement. This agreement shall be terminated upon the death of the Superintendent or retirement under the Teacher Retirement System of Texas.

6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause.

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.

6.4.1 The Superintendent may be discharged at any time before the end of the fixed term of this contract and salary payments may be terminated by the Board for any reason in the immediately preceding paragraphs or for any of the following reasons: incompetency in the performance of duties, failure to comply with reasonable requirements of the Board for achieving professional growth and improvement.

6.4.2 Before the Superintendent shall be discharged during a contract year or at the end of a contract year prior to the end of the fixed term of this contract, the Superintendent shall first be notified in writing of the proposed action and of the specific charges upon which the proposed action is based.

6.4.3. Within ten days (10) after receipt of written notice of the proposed action to discharge, the Superintendent may request in writing a formal hearing before the Board. Such hearing will be closed to the public unless requested by the Superintendent to be open.

6.4.4. Within ten (10) days after receipt of the request for hearing, the Board shall fix a time and place of hearing mutually agreeable to both parties. The date of such hearing shall allow a reasonable amount of time to prepare a proper defense against the charges upon which the proposed action is based and shall occur no later than thirty (30) days following the Board's receipt of the request for such hearing unless mutually agreed, in writing, by both parties. Within ten (10) days prior to the hearing, the Superintendent will be provided a list of any witnesses who will testify against the Superintendent together with a description of their testimony in sufficient detail to be informed of the matters of their testimony and to prepare a defense.

6.4.5. The Superintendent may be represented by legal counsel at the hearing with the resulting legal expenses for such representation to be borne by the Superintendent. The Superintendent and/or legal counsel shall have the opportunity to hear the charges and the evidence upon which the charges are based and shall have the opportunity to confront and cross-examine witnesses. A written transcript of the hearing shall be made and the cost of such transcript shall be borne by the Board.

7. PROFESSIONAL LIABILITY

7.1 The District shall indemnify, defend and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of 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 materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, 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 insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board is not obligated to pay an attorney unless the attorney is chosen and approved by the Board. No individual

member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. This District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts.

7.2 The Board shall not be required to pay any costs of any legal proceedings in the event the Board and Superintendent are adverse to each other in any such proceeding.

7.3 The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suites actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

8. DISABILITY

8.1 Disability. This provision shall apply to disability of any type during which the Superintendent is unable to perform the duties for any period greater than ninety (90) calendar days. Such disability shall include, but not be limited to, incapacity which arises from major surgery, physical illness, mental illness, emotional disturbance, accident or other injury.

8.1.1 Anticipated Disability. Where disability can reasonably be anticipated, as in the case of a scheduled operation, the following rules shall apply:

- (i) The Superintendent shall notify the President of the Board of Trustees of the expected time of leave as soon as reasonably possible;
- (ii) the leave shall begin at a time which is agreeable to the Board and upon request by the Board, the Superintendent shall furnish a statement which sets forth the facts and the physician's opinion as to the Superintendent's ability to continue or return to duties. The Board may mandate, restrict, or otherwise condition the dates and the terms of such disability leave upon such statements.

8.1.2 Other Disability. In instances in which the disability could not be reasonably anticipated, the disability leave shall begin when determined to be medically required. The District shall have the right to demand and receive reasonable documentation of the facts regarding such disability and the relationship of such conditions to the Superintendent's ability to perform the duties of the job.

8.1.3 The District may require and obtain an independent medical opinion from a physician or physician of its choosing regarding the condition of the Superintendent and the Superintendent agrees to cooperate fully with such physicians as may be designated by the Board in acquiring this information.

8.1.4 In the event of the absence of the Superintendent due to any disability, the Superintendent and the Board agree that the Board shall have the authority and discretion to appoint one or more persons to perform the duties of the Superintendent upon such terms and conditions as the Board, in its sole discretion, shall determine.

- 8.1.5** The Superintendent shall continue to receive the disability benefits payable to other professional employees of the District, if any, during any period of disability. The Superintendent shall be responsible to timely pay any costs or portion of costs of health insurance or other benefits which are customarily paid by professional employees during any period of disability leave.
- 8.1.6** For purposes of this contract, “disability” shall be defined as any physical or mental injury, illness, or impairment which is determined by a physical to prevent the performance of the ordinary duties of the office of the Superintendent.

9. MISCELLANEOUS

- 9.1** Residence. The Superintendent shall be a resident of the District.
- 9.2** Venue. Venue for this contract shall be governed by the laws of State of Texas , San Augustine County.
- 9.3** Amendment. This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.
- 9.4** Acceptance. This offer shall expire unless signed and returned to the Board or its authorized representative by Nov. 1, 2014

SAN AUGUSTINE INDEPENDENT SCHOOL DISTRICT

BY _____
Charles Boyette, President

By _____
Ryan Garcia, Secretary

SUPERINTENDENT

Virginia Liepman

