

THE STATE OF TEXAS

§

EMPLOYMENT CONTRACT

COUNTY OF MCLENNAN

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THIS CONTRACT is made and entered into by and between the Board of Trustees (the “Board”) of the **Riesel Independent School District** (the “District”) and Brandon Cope (the “Superintendent”).

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 21 and Section 11.201(b) of the Texas Education code, have agreed, and do hereby agree, as follows:

1. 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 of three (3) years and one (1) month beginning on June 1, 2019, and ending on June 30, 2022. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this contract 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.

2. EMPLOYMENT

2.1 Duties. The Superintendent is the chief executive administrator for the District and shall faithfully perform the duties of the Superintendent of School for the district as prescribed in the job description and may be lawfully assigned by 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 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 his time, skill, labor and attention to performing his duties. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy and regulations as they now exist or may hereafter be amended. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certification and Records. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and

maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

- 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, 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.
- 2.4 Consultant Activities. The Superintendent agrees to devote his time, skill labor and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagement, lecturing, training and other professional duties.
- 2.5 Board/Superintendent Relations. The members of the Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall investigate and respond to the Board concerning all such matters referred to him in a reasonable and timely manner. The Superintendent shall have the right to attend all Board meetings, public and closed, with the exception of closed meetings devoted to consideration of any action or inaction on the Superintendent's contract, salary, benefits, evaluation, interpersonal relationships between or among individual Board members or when the Board is acting in its capacity as a tribunal.

3. COMPENSATION

- 3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies. The annual salary commences on June 1, 2019.
- 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 in Section 3.1 of this Contract. Adjustments to salary and any other compensation under Section 3 of this Contract shall not be based on any general increase for District administrators.
- 3.3 Professional Growth and Membership Fees. 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 active attendance at the participation in appropriate professional meetings at the local,

regional, state, and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. 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 the Board deem appropriate, to attend such seminars, courses or meetings. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to two professional organizations and one civic club to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership. The Superintendent is encouraged to participate in community and civic affairs.

- 3.4 Business 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 District agrees to pay the actual and incidental costs incurred by the Superintendent plus out of district expenses; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airfare and other expenses incurred in the performance of the business of 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 by the District's independent auditors.
- 3.5 Insurance. The District shall offer to the Superintendent the same health insurance coverage that is provided by the District to all other professional employees.
- 3.6 Communications Allowance. The District shall provide the Superintendent with a communications allowance in the amount of SIXTY DOLLARS (\$60.00) per month. The Superintendent shall comply with all policies, procedures, and documentation requirements established by the Board, the District's independent auditors and state and federal laws regarding the use of the mobile telephone.
- 3.7 Travel. The District shall reimburse the Superintendent for vehicular travel at the Texas state rate. Reimbursement for travel is available when the travel is incurred in the Superintendent's performance of his duties. 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 by the District's independent auditors.

3.8 A. Vacation/Holidays. The Superintendent may take the same number of days annually as is awarded to all District administrators per year. These vacation days are in addition to any leave available to the Superintendent under board policy. The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar. The Superintendent shall schedule vacation and leave days at times that will least interfere with the performance of the Superintendent's duties. Authorized leave days shall be recorded in the District's employee leave tracking system.

B. Accrued but unused state and local sick leave days, vacation days, and personal leave days shall accumulate from year to year during the term of this Contract, in accordance with state law and local policy.

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 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 on the District's progress towards accomplishing the District Goals.

4.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed 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 Procedure. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with this section 4, the Board's policies and state and federal law. 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.

5. RENEWAL OF PERFORMANCE

5.1 Renewal/Non-renewal. Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

6. TERMINATION OF EMPLOYMENT

- 6.1 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.
- 6.2 Death/Retirement. This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 6.3 Consolidation. A determination by the Board that a consolidation of the district with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
- 6.4 Termination for Good Cause. The Board may terminate the employment of 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 the Board's policies or the District's 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 impairs performance of the required duties of the Superintendent;
 - (l) Immorality which is conduct the Board determines is 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 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 maintain rapport with the Board of Trustees; or,
- (r) Any other reason constituting "good cause" under Texas law.

7. PROFESSIONAL LIABILITY

7.1 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 of the District; excluding, however, 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. 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 7.1 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, including that the District has no duty to defend, hold harmless, or indemnify the Superintendent for any demand, claim, suit, action, judgment, expense, or attorneys' fee incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity which does not arise from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment of the District. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph.

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

8. MISCELLANEOUS

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in McLennan County, Texas, unless otherwise provided by law.

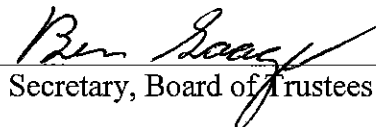
EMPLOYMENT CONTRACT

- 8.2 Entire Agreement and Amendment. In entering into this Contract, the parties understand and represent that all existing agreements and contracts, written and verbal, between the parties regarding the Superintendent's employment are superseded by this Contract, and it constitutes the entire agreement between the parties. This Contract may only be amended in writing and by mutual agreement of the parties.
- 8.3 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.
- 8.4 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this 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.


EXECUTED this, the 24 day of April, 2019.

RIESEL INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

By: 
Secretary, Board of Trustees

SUPERINTENDENT



Brandon Cope