

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This contract this day made and entered into by and between the BOARD OF TRUSTEES OF SANTA FE INDEPENDENT SCHOOL DISTRICT ("Board") and DR. LEIGH WALL ("Superintendent").

WITNESSED:

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

1. TERM AND SUPERSEDED CONTRACT

1.1 **Term.** The Board, by and on behalf of the Santa Fe Independent School District (the "District"), does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District commencing on July 1, 2017, and ending on June 30, 2020. For each year of this Contract, the contract year shall be from July 1st through June 30th. 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1.2 **Superseded contracts.** This Contract fully replaces and supersedes: (1) the original Contract entered into by the Board and the Superintendent on April 7, 2008 and further fully replaces and supersedes all Amendments to that original Contract including the First, Second, Third, Fourth, and Fifth Amendments; and (2) the amended Contract entered into by and between the Board and the Superintendent on July 9, 2013, and further replaces and supersedes all Amendments to that amended Contract including the First, Second, Third, Fourth, Fifth, and Sixth Amendments.

2. EMPLOYMENT

2.1 **Duties.** The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in Board Policy, the Texas Education Code or as lawfully assigned by the Board. The Superintendent shall also 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. Except as provided for in this Contract, the Superintendent agrees to perform the duties of the

Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote her time, skill, labor, and attention to performing her duties.

Specifically, the duties of the Superintendent shall include the following:

- (a) The Superintendent shall assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff.
- (b) The Superintendent shall assume administrative authority and responsibility for the assignment and evaluation of all personnel of the District other than the Superintendent in accordance with state law.
- (c) The Superintendent shall oversee compliance with the standards for school facilities established by the Commissioner of Education.
- (d) The Superintendent shall initiate the termination or suspension of an employee or the nonrenewal of an employee's term contract.
- (e) The Superintendent shall manage the day-to-day operations of the District as its administrative manager.
- (f) The Superintendent shall prepare and submit to the Board of Trustees a proposed budget as provided by Texas Education Code § 44.002.
- (g) The Superintendent shall prepare recommendations for policies to be adopted by the Board of Trustees and oversee the implementation of adopted policies.
- (h) The Superintendent shall develop or cause to be developed appropriate administrative regulations to implement policies established by the Board of Trustees.
- (i) The Superintendent shall provide leadership for the attainment of student performance in the District based on the indicators adopted under Texas Education Code § 39.053 and § 29.301 and other indicators adopted by the State Board of Education or the District's Board of Trustees.
- (j) The Superintendent shall organize the District's central administration.
- (k) The Superintendent shall consult with the district-level committee as required under § 11.252(f).

- (l) The Superintendent shall ensure the adoption and enforcement of the student code of conduct and other disciplinary rules and procedures as necessary.
- (m) The Superintendent shall submit reports as required by law.
- (n) The Superintendent shall provide joint leadership with the Board of Trustees to ensure that the responsibilities of the Board and the Superintendent team are carried out.
- (p) The Superintendent shall perform any other duties assigned by the Board of Trustees.

2.2 **Professional Certification Records.** This Contract is conditioned on the Superintendent's providing a valid and appropriate certification to act as superintendent in the state of Texas as prescribed by the laws of the state of Texas and the rules and regulations of the Texas Education Agency. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid probationary/temporary or permanent certificate required of a superintendent by the state of Texas and issued by the Texas Education Agency and all other certificates required by law. Further, the Superintendent shall provide the Board of the District with experience records, college transcripts, verification of earned degrees, medical records, proof of criminal records check, her Social Security Number, and other records reasonably required and specifically requested by the District for the personnel files or payroll purposes. The Superintendent shall furnish to the Board evidence of her maintaining throughout the life of this Contract such required documents. Failure to provide the necessary certification shall render this Contract void, and any material misrepresentation by the Superintendent in such records may be grounds for termination.

2.3 **Reassignment.** The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 **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 salary and benefits as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts as a tribunal. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.

2.5 **Residency Requirement.** As a condition of this Contract, the Superintendent shall reside within twenty-five (25) miles of the boundary lines of the Santa Fe Independent School District.

3. COMPENSATION AND SALARY

3.1 **Annual Base Salary.** The Superintendent shall be paid an annual base salary in the sum of One Hundred Ninety-Nine Thousand Four Hundred Fourteen and 59/100 Dollars (\$199,414.59) effective July 1, 2017. This amount will be paid in installments in accordance with Board Policy.

3.2 **Salary Adjustments.** At any time during the term of this Contract, the Board may, at 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 Subsection 3.1 of this Contract except by mutual agreement of the Board and the Superintendent. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract, and such adjustment shall be exclusive of any insurance policy or other benefits unless specifically provided in the addendum or new contract.

3.3 **Financial Exigency.** If the Board declares a financial exigency under Texas Education Code §44.011, the Board may amend the terms of this Contract on the basis of the declared financial exigency. In the event that the Board amends this Contract as provided in this Section 3.4, the Superintendent may resign without penalty by providing reasonable notice to the Board. The Superintendent may continue employment under this Contract for the duration of the notice period.

3.4 **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code §21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

3.5 **Furlough.** If the Board implements a furlough under Texas Education Code §21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

3.6 **Business Expenses.** The District shall pay or reimburse the Superintendent for reasonable reimbursable expenses, including travel outside of Region IV, incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract pursuant to local Board Policy or Board approval. 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. The Board shall retain the authority to refuse any reimbursement request that is determined to be excessive or which the Board reasonably believes falls outside the scope of the Superintendent's duties.

3.7 **Supplemental Pay.** On an annual basis, paid monthly, during the term of this Contract, the District also agrees to provide the Superintendent supplemental pay in the amount equivalent to the full premiums of the health, vision, and dental insurance for the Superintendent on the school insurance plan less the District health insurance payment already provided for by paragraph 3.7 of this Contract.

3.8 **Annuity.** For each payroll period during the term of this Contract and provided that the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in the amount of the salary deferral contribution, the District shall add to the Salary of the Superintendent \$150 net per payroll period (after taxes and deductions if any) (\$3600 annually) for the plan chosen by the Superintendent and, provided that the Superintendent's salary deferral agreements executed in accordance with the requirements of Sections 403(b) and/or 457(b) of the Code allow for deferrals that are at least equal to the salary amount added hereunder by the District, this shall be used by the Superintendent as a salary deferral contribution to a plan established by the District under either Section 403(b) or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, at the Superintendent's option. The Superintendent shall at all times be 100% vested in his account under the 403(b) and/or 457(b) plan. This salary deferral contribution shall be treated as a under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. The total salary deferral amount specified herein may be allocated to a plan established under Section 403(b) and/or 457(b) of the Code, at the discretion of the Superintendent.

3.9 **Teacher Retirement System (TRS).** In addition to established requirements, the school district shall, on behalf of the Superintendent, supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"). This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be 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.

4. OTHER BENEFITS

4.1 **Administrative Benefits.** The Board shall provide the Superintendent with all the same benefits applicable to twelve-month administrative employees in accordance with Board Policy unless otherwise stated in this Contract, in which case the Contract supersedes such Administrative benefits.

4.2 **Personal and Sick Leave.** The Superintendent shall have the same sick and personal leave benefits as authorized by Board Policy for administrative employees who are employed under twelve-month contracts. The Superintendent shall be entitled to the use of and accumulation of sick leave in accordance with state law and Board Policy.

4.3 **Vacation, Non-Duty Days, and Holidays.** The Superintendent may take, at her choice, and subject to the Board's President's approval, which will not be unreasonably withheld, the same number of vacation days authorized by District Policy for administrative employees who are employed under twelve-month contracts. The Superintendent's accrued and unused vacation days may be accumulated from year to year and carried over into subsequent years of this Contract up to a fifteen (15) day limit. Vacation days should be taken by the Superintendent at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall observe the same legal holidays and non-duty days as those observed by other administrative employees who are employed under twelve-month contracts. The Superintendent shall work at least two hundred twenty-six (226) days during each year of this contract.

4.4 **Annual Physical Examination.** The Superintendent shall annually undergo a physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position. The healthcare professional who performs the examination shall submit confidential reports to the Board, via the Board President, regarding the Superintendent's fitness to perform the functions of the job. These reports will be maintained as confidential medical records to the extent required by law. The District shall pay all reasonable costs of the examination. The examination shall be conducted in June of each year of the Contract.

4.5 **Professional Growth.** The Superintendent may attend and participate in appropriate professional meetings at the local, state, and national level. Membership fees shall be paid for the Superintendent for the National School Board Association, the American Association of School Administrators, the Texas Association of School Boards, and the Texas Association of School Administrators. Reasonable travel expenses will be paid for the Superintendent to attend the annual conventions of these associations each calendar year and any other conventions or meetings selected by the Board of Trustees and the Superintendent, including the Commissioner's Mid-Winter Conference, TASA's Superintendent's Summer Conference and meetings of the TASA State UIL Advisory Committee. Attendance at or participation in area, regional and state meetings of the aforementioned associations or groups by the Superintendent shall not interfere with the required duties of the Superintendent within the District.

5. EMPLOYMENT PERFORMANCE

5.1 **Development of Goals.** On or before September 1st of every year during the term of this Contract, the Superintendent and the Board shall develop the goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

5.2 **Review of Performance.** The Board shall formally evaluate and assess in writing the performance of the Superintendent at least once annually in June or other mutually agreed upon month during each year of this Contract. The evaluation and assessment shall be reasonably related to the Superintendent's duties as outlined in the Superintendent's job description, the District's goals, and lawful Board directives. The Superintendent shall provide a written reminder to the Board of its evaluation obligation at least 30 days prior to the Regular Called Board Meetings in July or other mutually agreed upon month. The evaluation format and procedure shall comply with Board Policy and state and federal law. The Superintendent may provide written information to the Board for consideration in 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. In consideration of possible contract extension, the Board may also perform a mid-year review of the Superintendent's job performance during the month of January of each respective contract year.

6. TERMINATION OF EMPLOYMENT CONTRACT

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 or retirement of the Superintendent.

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

6.4 **Procedure for Good Cause Dismissal.** In the event the Board proposes to terminate the Contract for good cause, the Superintendent shall be afforded the rights set forth in the Board's Policies and applicable state and federal law.

6.5 **Termination for Disability.** In the event that the Superintendent becomes physically or mentally disabled and is no longer able to perform the essential functions of

her position under this Contract with reasonable accommodation that does not cause undue hardship to the District, the Board may terminate this Contract and the employment of the Superintendent. Verification of the illness or disability of the Superintendent shall be required whenever a majority of the Board requests it. Verification shall be by a physician designated by the Board and Superintendent; however, should the Board and Superintendent be unable to agree, the physician shall be the physician (or such physician's designee) chosen under Subsection 4.4.

6.6 **Extension of Contract Term by the Board.** The Board may, in its discretion, extend the term of this Contract at any time, but there is no requirement that it do so.

6.7 **Non-Renewal of Contract.** Nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

7. MISCELLANEOUS

7.1 **Governing Law.** This Contract shall be governed by the laws of the state of Texas, and shall be performable in Galveston County, Texas.

7.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties, and, except as expressly provided herein, cannot be changed, altered or amended except by written amendment signed by both parties.

7.4 **Notification of Board Members.** A copy of this Contract shall be available to all present members of the Board of Trustees and to each new Trustee as they are elected.

WITNESS THE EXECUTION HEREOF IN DUPLICATE ORIGINALS this
_____ day of August, 2017.

BOARD OF TRUSTEES
SANTA FE INDEPENDENT SCHOOL
DISTRICT

By: 

President, Santa Fe ISD
Board of Trustees

By: 

Dr. Leigh Wall
Superintendent