

SUPERINTENDENT TERM CONTRACT

This Superintendent's Employment Contract ("Contract") is entered into by and between the Board of Trustees ("Board") of KARNACK INDEPENDENT SCHOOL DISTRICT (the "District") and ANGELA FITZPATRICK ("Superintendent") effective August 28, 2023.

NOW, THEREFORE, the Board and the Superintendent, for and in consideration for the terms stated in this Contract and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas, Education Code ("Code") do hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis beginning August 28, 2023, and ending June 30, 2026. The term of this contract was extended by agreement between the Board and the Superintendent (the "Parties").
2. **Certification.** This Contract is conditioned on the Superintendent's satisfactorily providing the necessary certification and experience records, and other documentation required by law, district policy, or administrative regulations. The Superintendent agrees to 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.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information if required by the District, the Texas Education Agency, or the State Board for Educator Certification. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any 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.
 - 3.3 **False Statements and Misrepresentations:** Superintendent represents that any records or information provided in connection with her 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.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform her duties as follows:

4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote her full time and energy to the performance of her duties. The Superintendent shall perform her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

5.1 **Salary:** The District shall pay the Superintendent an annual salary of Ninety-Five Thousand dollars and Zero Cents (\$95,000.00). At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the Superintendent; however, in no event shall the Superintendent be paid less than the salary set forth above, except by mutual, written agreement of both the Superintendent and the District. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Superintendent's Salary includes consideration towards the cost of health insurance in the amount of \$225.00 per month. The Superintendent shall be responsible for payment of health insurance costs for herself and her dependents in excess of this amount. The Board shall provide the Superintendent with a term life insurance policy in the amount of Ten Thousand Dollars (\$10,000.00). The District shall pay the premiums for the life insurance policy for the duration of this Agreement. The life insurance policy shall be owned by the District on the life of the Superintendent, but the Superintendent shall have the sole right to determine the beneficiary under the policy. The District shall provide other benefits to the Superintendent as provided by state law and Board policies. 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.

5.3 **Professional Development and Professional Organizations:** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. However, 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 meetings, seminars, conferences, or courses. The District shall pay for the Superintendent's membership dues to the professional organization(s) of her choosing, totaling a maximum of \$1,000 annually. The District does hereby agree to provide in the District's budget per contract year an amount to be used for travel, meals, lodging, and other related expenses related to the Superintendent's professional development and growth. The Board may agree to pay for other professional development opportunities upon request by the Superintendent.

5.4 **Transportation Benefits:** The Superintendent will be provided a transportation allowance in the amount of \$166.67 per month as compensation for the Superintendent's use of her personal vehicle for travel related to District business. This payment shall be in lieu of any mileage expense reimbursement, gasoline, or other vehicle upkeep charges associated with travel on District business.

5.5 **Vacations, Holidays and Leave Days:** The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on 12-month contracts. The Superintendent shall receive the same number of paid leave days as authorized by Board policies for administrative employees on 12-month contracts, and may use those days in accordance with Board policies and District rules. Where possible, the Superintendent shall make a good faith attempt to utilize her paid leave days at such time or times as will least interfere with the performance of her duties as set forth in this Contract.

5.6 **Communications Allowance:** The Superintendent shall receive Fifty Dollars (\$50.00) per month during the term of this Contract as compensation for the Superintendent's use of her personal cell phone for District business. The Superintendent shall maintain a personal account for mobile telephone service ("Personal Account") and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of the Personal Account and the District shall have no obligation or responsibility related to such Personal Account other than the monthly payment to the Superintendent of the communications amount stated herein. The Superintendent understands that communications information related to Personal Accounts concerning District business may be subject to disclosure in accordance with law.

6. **Suspension and Reassignment:** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board. The Superintendent may not be reassigned to another position without her express written consent.

7. **Termination or Nonrenewal of Contract:** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21 and other state and federal laws and Board policies.

8. **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 constitutes the entire agreement between the Parties.

- 8.4 **Applicable Law and Venue:** Texas law shall govern construction of 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 headings do not limit or expand the meaning of the paragraphs that follow them.
- 8.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.
- 8.7 **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.

9. **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 regarding this Contract or the Superintendent's employment by hand-delivery, or by 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 regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board 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.

[SIGNATURES ON NEXT PAGE]

I have read this Contract and agree to abide by its terms and conditions:

By: A. Fitzpatrick
Angela Fitzpatrick, Superintendent

Date signed: 8-24-23

Karnack Independent School District

By: Ray Polk
Mr. Ray Polk
President, Board of Trustees

Date signed: 8-24-23

