

The State of Texas §

The County of El Paso §

Superintendent's Employment Contract

Known all men by these presents:

This Agreement is made and entered into this, the 20th day of August, 2008, by and between the Board of Trustees (the "Board") of the Tornillo Independent School District (the "District") and Paul Vranish (the "Superintendent").

Witnesseth:

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:

I. Term of Contract

- 1.1 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 four (4) years, commencing on July 1, 2009, and ending on June 30, 2013. 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 The Board had not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment Parameters

- 2.1 **Duties:** The Superintendent is the chief executive officer of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board. The Superintendent shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment, or unilaterally hire, all professional employees of the district subject to the Board's current policy. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the

staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the district with reasonable care, diligence, skill and expertise.

- 2.2 Professional Certification: 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 as well as any other certificates required by law for the Superintendentcy.
- 2.3 Reassignment: The Superintendent cannot 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 evaluation, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent may appoint a designee who shall attend such meetings in his place.
- 2.5 Criticisms, Complaints, and Suggestions: The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.
- 2.6 Indemnification: The District shall defend, hold harmless and indemnify the Superintendent regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of the Superintendent's duties as Superintendent of the District, to the extent and to the limit 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. The District may, at its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify, defend and hold the Superintendent harmless survives the termination of this Contract.

III. Basic Compensation

- 3.1 Salary: The District shall provide the Superintendent with an annual salary in the sum of at least \$105,369 for Two-hundred twenty-seven (227) workdays. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.
- 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 pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

IV. Other Benefits.

- 4.1 Expense Benefit: 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 for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels, and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
- 4.2 Automobile/Automobile Expense Benefit: The District shall provide the Superintendent with an automobile allowance in the sum of Three hundred dollars (\$300) per month for a total of thirty-six hundred Dollars (\$3,600).
- 4.3 Insurance Benefit: The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.
- 4.4 Vacation, Holidays, and Personal Leave Benefit: The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. 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 personal leave benefits as authorized by Board policies for administrative employees on twelve-month

contracts. On or before August 31st of each year, all unused vacation days that have accrued during the previous twelve-months ending on July 31st shall be paid to the Superintendent. Any remaining days are compensated by dividing the annual salary by 227 days and multiplying that sum by the number of accrued but unused vacation days.

- 4.5 Professional Growth Benefit: 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 and 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. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills in a cumulative amount not to exceed \$1,000. The District shall bear the reasonable costs and expenses for such attendance or membership.
- 4.6 Mobile Telephone Benefit: The District shall provide the superintendent with a mobile telephone service for both professional and personal use with any costs for personal telephone calls above the standard monthly fee being documented and reimbursed immediately by the Superintendent based on the charges directly attributed to such calls as reflected on the mobile telephone bill provided to the Superintendent each month.
- 4.7 Credit Card: The District shall provide the Superintendent with a District credit card for use by the Superintendent for promotion of the District and other school district related activities.
- 4.8 Civic Activities, Etc: The Superintendent is encouraged to participate in community and civic affairs in accordance with the Board's policies.
- 4.9 Health / Weight Loss Incentive: The Superintendent is encouraged to maintain a healthy weight. As such, the Board has instituted an incentive program to encourage the Superintendent to lose weight down to a weight expectation of 225 lbs. On any business day during the second week in January, the Superintendent shall be weighed by the District Wellness Director to establish an "official" weight. The incentive bonus for every year will be calculated by

multiplying \$100 per pound, under 300 lbs. of weight, up to a maximum of \$7,500 at a weight of 225 lbs.

V. Review of Performance

- 5.1 Annual Performance Goals: Performance goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

- 5.2 Development of Goals: The Superintendent shall submit to the Board each year, for the board's consideration and adoption, a preliminary list of goals for the district. Performance goals may be added or modified by mutual consent as the evaluation year progresses.

- 5.3 Time and Basis of Evaluation: The Board shall evaluate and assess in writing the performance of the Superintendent in January of each year during the term of this Contract ("Superintendent's Evaluation"). The Superintendent's evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

- 5.4 Confidentiality: Unless the superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive 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.

- 5.5 Evaluation Format and Procedures: The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with Article V of this Contract, 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.

VI. Renewal or Nonrenewal of Employment Contract

- 6.1 Renewal/Nonrenewal: Renewal or nonrenewal shall be in accordance with Board policy and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, The Superintendent shall be entitled to written notice, containing reasonable notice of the reason(s) for the proposed nonrenewal, not later than 30 days before the last day of the contract

term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

VII. Termination of Employment Contract

- 7.1 Mutual Agreement: This Contract shall 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.
- 7.2 Retirement or Death: This Contract shall be terminated upon the retirement or death of the Superintendent
- 7.3 Dismissal for Good Cause: The Board may dismiss the Superintendent during the term of the contract for good cause. The term "good cause" is defined as follows:
- Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract
 - 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;
 - Insubordination or failure to comply with lawful written Board directives;
 - Failure to comply with the Board's policies or the District's administrative regulations;
 - Drunkenness or excessive use of alcoholic beverages;
 - Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
 - Conviction of a felony or crime involving moral turpitude;
 - Failure to meet the District's standards of professional conduct or neglect of duties;
 - Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
 - Disability, not otherwise protected by law, that impairs performance of the required duties of the superintendent;
 - 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;
 - Assault on an employee or student;
 - Knowingly falsifying records or documents related to the District's activities;
 - Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
 - Failure to fulfill requirements for superintendent certification;
 - Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or
 - Any other reason constituting "good cause" under Texas law.

- 7.4 Termination Procedure. In the event that the Board terminates this Contract for “good cause” the Superintendent shall be afforded all the rights as set forth in the Board’s policies, and state and federal law.

VIII. Long Term or Permanent Disability

- 8.1 Event of Disability: Should the Superintendent be unable to perform any or all of the duties of his position by reason of illness or accident, following complete exhaustion of all accrued vacation, personal, or other leave, the Superintendent shall be placed on unpaid leave from the District upon a determination of Long Term or Permanent Disability as hereinafter provided. However, the Board, in its discretion, may continue to pay the Superintendent in an amount and for a period the Board deems appropriate.
- 8.2 Long Term or Permanent Disability: Long Term or Permanent disability means a disability that renders the Superintendent incapable of performing any or all of the Superintendent’s duties or obligations of employment for a period that exceeds one hundred eighty (180) business days or an incapacity that is irreparable.
- 8.3 Determination of Disability: The determination of Long Term or Permanent Disability will be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Board may obtain a second opinion from another licensed physician. The costs of the physical examination(s) provided for herein shall be paid by the District.
- 8.4 Action of the Board: In the event that the disability of the Superintendent is a Long Term or Permanent Disability as defined herein, the Board may, in its discretion, and upon a re-determination of disability, terminate this Contract by providing the Superintendent with written notice of such determination.

IX. Miscellaneous

- 9.1 Controlling Law: This Contract shall be governed by the laws of the State of Texas and shall be performable in El Paso County, Texas, unless otherwise provided by law.
- 9.2 Complete Agreement: This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.
- 9.3 Conflicts: In the event of any conflict between the terms, conditions, and provisions of this Employment 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.

9.4 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 provisions had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

9.5 Acceptance: This offer will expire unless signed and returned to the Board or its authorized representative by December 31st, 2008.

TORNILLO INDEPENDENT SCHOOL DISTRICT

Attest:

By: _____
Joe F. Tittle, President, Board of Trustees

Address: PO Box 170 - Tornillo, TX 79853

By: _____
Paul Vranish, Superintendent of Schools

Address: 13733 Paseo Alegre Avenue – Horizon City, TX 79928