

GEORGETOWN INDEPENDENT SCHOOL DISTRICT

**CONTRACT OF EMPLOYMENT
SUPERINTENDENT**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS CONTRACT OF EMPLOYMENT (the “Agreement”) is entered into on the 20 day of July, 2020, by and between the BOARD OF TRUSTEES (the “Board”) of the GEORGETOWN INDEPENDENT SCHOOL DISTRICT (the “District”) and DR. FRED BRENT (the “Superintendent”).

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 and the general laws of the State of Texas, do hereby agree as follows:

1. TERM

1.1 Employment. The Board, by and on behalf of the District, agrees to employ the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District, for a term commencing on July 20, 2020, and ending on June 30, 2025. Beginning July 20, 2020 and thereafter during the term of this Agreement and any extension thereof, the contract year shall be from July 1st through the following June 30th.

1.2 Extension of Term. The District may, by action of the Board and with the agreement of the Superintendent, extend the term of this Agreement as permitted by state law at any time during the term of this Agreement and any extension thereof. The Superintendent does not have a property interest or liberty interest, or any other legally recognized and protected interest or expectation, in such extension by the Board. In the event the Agreement is extended, the Superintendent’s

compensation and benefits will be as set forth herein unless the parties agree to different compensation and benefits in the form of a written addendum or amendment or a new contract.

1.3 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 term of this Agreement.

2. EMPLOYMENT

2.1 Duties. The Superintendent shall serve as the educational leader and the chief executive officer of the District and shall faithfully perform the duties of his position as prescribed by state law, in any job description prepared by the District, and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, and all District policies, 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 under this Agreement and agrees that he will not, without the prior written consent of the Board, undertake any consulting work, writing, lecturing, and/or other professional duties that may conflict or interfere with the Superintendent's professional responsibilities to the District.

2.2 Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing within a reasonable time any necessary certification and experience records, credentials, medical records, oath of office, and other records required for the personnel files or payroll purposes or requested by the Board. The Superintendent warrants that the statements made and the information he furnished in connection with his application for employment with the District are true and complete and do not contain any material omissions. Any falsification or

material misrepresentation of any information or materials submitted in connection with the Superintendent's application for employment or during employment shall constitute good cause to terminate this Agreement.

2.3 Indemnification. To the extent it may be permitted to do so 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 the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings currently pending or subsequent hereto brought against the Superintendent in his individual capacity or his official capacity as an employee and the Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses or attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent and as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demands, claims, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Superintendent committed official misconduct, or criminal conduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings, nor to any investigations or proceedings in which the District and the Superintendent are adverse to each other; 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 the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also the District's legal counsel. A legal defense may be provided through insurance coverage, in which case the

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 2.3 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code Chapter 102, it shall be construed and modified accordingly. The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. Both the District's obligation and the Superintendent's obligation under this Section 2.3 shall continue after the termination of this Agreement.

2.4 Board Meetings. The Superintendent shall 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 for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of the Superintendent's absence, a designee of the Superintendent may attend such meetings of the Board, except those from which the Superintendent himself would have been excluded.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually or collectively, shall refer in a timely manner substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and appropriate action, if any, and the Superintendent shall report back to the Board within a reasonable time the results of any such study or action; or (b) to the appropriate complaint resolution procedure as established by Board policies.

3. COMPENSATION

3.1 Annual Base Salary. The District agrees to pay the Superintendent an annual base salary, payable in equal installments consistent with the District's policies and payroll practices. The

Superintendent's base annual salary under this Agreement is Two Hundred Forty Two Thousand Five Hundred Dollars (\$242,500.00).

3.2 Salary Adjustments. At any time during the term of this Agreement and any extension thereof, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event will the Superintendent be paid an annual base salary less than the annual base salary that he received under this Agreement for the immediately preceding twelve (12) month period commencing on July 1, unless mutually agreed to in writing by the Board and the Superintendent.

4. BENEFITS AND EXPENSES

4.1 Other Business Expenses. The District will pay or reimburse the Superintendent for reasonable and necessary travel and other business expenses directly incurred by the Superintendent in the continuing performance of his duties under this Agreement. The District agrees to pay the actual and reasonable costs incurred by the Superintendent for travel outside of the District; such 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 provide the Board President with prior notice of any travel outside the District on District business. For travel outside of the District, the District will pay or reimburse the Superintendent for mileage at the District's approved reimbursement rate. The Superintendent must comply with all procedures and documentation requirements in accordance with Board policies related to reimbursement of travel and business expenses.

4.2 Insurance. The District shall pay for coverage for group health and hospitalization, dental and vision insurance for the Superintendent on the same basis as other administrative employees on twelve-month contracts. The Superintendent shall pay for any additional coverage or insurance for himself or for his family.

4.3 Automobile/Automobile Expenses. The District shall pay the Superintendent an amount of One Thousand Dollars (\$1,000.00) per month during the Superintendent's employment with the District to pay for a vehicle, insurance, repair, maintenance, fuel and other expenses of operating a vehicle. The Superintendent shall maintain liability insurance for his car of not less than the amount of \$250,000 (bodily injury liability – each person); \$500,000 (bodily injury liability – each accident); \$100,000 (property damage liability – each accident). This vehicle may be used for personal and business purposes. This monthly payment shall be made in equal periodic payments at the same time as payment of the Superintendent's base salary. The Superintendent may be reimbursed for travel in his vehicle outside of the District at the District's approved reimbursement rate for travel on District business outside of the District.

4.4 Information Technology/Communications Allowance. The District shall pay the Superintendent an amount of Two Hundred Dollars (\$200.00) per month during the Superintendent's employment with the District for an information technology/communications allowance to provide him with a portable cellular telephone and/or personal digital assistant (PDA) with nationwide coverage, computer, fax machine, internet communication, or any other technical equipment for the Superintendent's use at his home for District business and personal use. This payment shall be made in equal periodic payments at the same time as payments of the Superintendent's base salary.

4.5 Teacher Retirement System of Texas.

a. The District shall 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.

b. Beginning on July 1, 2016, during the term of this Agreement, the District shall reimburse the Superintendent an amount equal to his annual installment payment to TRS to purchase out of state service earned by the Superintendent in the Oklahoma Teachers Retirement System, such reimbursement to be made in equal periodic payments each regular pay period.

4.6 Vacations, Holidays, Sick Leave. The Superintendent is entitled to the same number of days of state and local leave each year and shall observe the same legal holidays as authorized by Board policies for administrative employees on twelve-month contracts. The Superintendent may take leave for vacation in a single period or at different times, provided, however, that he must take any leave for vacation at such time or times as will least interfere with the performance of his duties as set forth in this Agreement and as otherwise required by Board policies. The Superintendent may accrue local leave from year to year, but any accrued unused local leave will be forfeited at the end of the Superintendent's employment with the District and the Superintendent will not be entitled to be paid for any such accrued unused leave.

4.7 Professional Growth. The Board encourages the Superintendent to continue his professional growth through his reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board. Reasonable

expenses of such approved professional growth activities and professional dues will be borne by the District.

4.8 Civic Activities, etc. The Superintendent is encouraged to participate in community and civic affairs, including service organization and clubs. The reasonable expenses of such activities will be borne by the District.

4.9 Annual Executive Physical Examination. The Superintendent shall undergo an annual executive physical examination performed by the Superintendent's primary care physician, or other physician selected by the Superintendent and approved by the Board President, such approval not to be unreasonably withheld. The physician shall submit a confidential statement to the Board President verifying the Superintendent's fitness to perform the essential functions of his job, and copies of all such statements shall be confidential to the extent permitted by law. The District shall pay the reasonable costs of each annual executive physical examination. The examination shall be performed on or before January 31 of each year of this Agreement.

4.10 – Supplemental Retirement Plan. As long as the Superintendent is employed by the District, the District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent. During the contract year beginning July 1, 2020 the District shall contribute Twenty-Two Thousand and No/100 Dollars (\$22,000.00).

The contributions to the Supplemental Retirement Plan and earnings thereon shall vest 100% with the Superintendent. The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). The 403(b) plan shall be established as employer-paid by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan shall be established under a written plan document that meets the requirements of the Code and such document is hereby incorporated herein by reference. The

funds for the 403(b) plan shall be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall at all times be 100% vested in his account in the 403(b) plan. All costs associated with the administration of the Supplemental Retirement Plan shall be paid by the District.

5. REVIEW OF PERFORMANCE

5.1. 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 (“Superintendent’s Evaluation”), and may do so more often in its discretion. At least one Superintendent’s Evaluation will take place in January of each contract year. 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.

5.2 Confidentiality. Unless the Board and the Superintendent expressly agree otherwise in writing, the Superintendent’s Evaluation shall at all times be conducted in closed or 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.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Section 5.1 of this Agreement, 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, the Board shall provide the Superintendent with notice of the new instrument a reasonable period of

time before the evaluation in order to permit the Superintendent to adjust his performance to meet any new or changed expectations established by the new instrument.

6. RENEWAL/NONRENEWAL

6.1 Renewal/Nonrenewal. Renewal or nonrenewal of this Agreement shall be in accordance with Board policy and applicable law, including Subchapter E of the Texas Education Code.

7. TERMINATION OF EMPLOYMENT AGREEMENT

7.1 Mutual Agreement. This Agreement may be terminated at any time by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be agreed upon. After the Superintendent has returned the signed Agreement, the Superintendent will not be released from this Agreement before the end of its term without the written consent of the Board, except as is required by state law.

7.2 Death, Retirement. This Agreement shall be terminated immediately upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

7.3 Upon Written Notice. The Board may terminate this Agreement for any reason by giving the Superintendent 30 days' written notice. The Superintendent's employment with the District shall terminate on the 31st day after written notice is given under this section and, except as provided in this section, the Superintendent thereafter will not be entitled to any further compensation or benefits under this Agreement. If the Board gives the Superintendent notice of termination of this Agreement under this section, other than for good cause as provided in Section 7.4, the District will pay the Superintendent an amount equal to one year of his base salary rate (measured as of July 1 of the year in which written notice is given) (the "Separation Payment");

provided, however, as a condition of receiving the Separation Payment, the Superintendent must execute a General Release in a form provided by the District.

7.4 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:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Agreement;
- (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 section 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 fulfill the requirements of a deficiency plan under an Emergency Permit; or
- (r) Any other reason constituting "good cause" under Texas law.

7.5 Termination Procedure. If the Board terminates this Agreement for good cause pursuant to section 7.4 above, the Superintendent shall be afforded all the rights set forth in the Board's policies and applicable state and federal law.

8. MISCELLANEOUS

8.1 Controlling Law. This Agreement is governed by the laws of the State of Texas and it shall be performable in Williamson County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation or enforcement of this Agreement shall be in Williamson County, Texas, unless venue is required elsewhere by Texas law.

8.2 Entire Agreement/Amendment. This Agreement (i) contains and constitutes the entire understanding and agreement between the parties with respect to its subject matter; (ii) supersedes and cancels any previous negotiations, agreements, commitments, and writings with respect to that subject matter, including but not limited to any prior contracts between the Superintendent and the District relating to the Superintendent's prior employment with the District; and (iii) may not be released, discharged, abandoned, supplemented, changed, or modified in any manner except by a writing of concurrent or subsequent date signed by all parties.

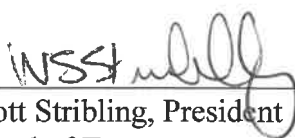
8.3 Savings Clause. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.4 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of the Board's policies, or any permissive state or federal law, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Agreement.


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EXECUTED AND AGREED TO in duplicate originals this 20 day of July, 2020.

GEORGETOWN INDEPENDENT SCHOOL DISTRICT

By: 
Scott Stribling, President
Board of Trustees

ATTEST:

By: 
Andy Webb, ~~Secretary~~ VP
Board of Trustees

SUPERINTENDENT OF SCHOOLS


Dr. Fred Brent

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