

STATE OF TEXAS §
 §
COUNTY OF YOAKUM §

SUPERINTENDENT'S CONTRACT

THIS SUPERINTENDENT'S CONTRACT ("Agreement") is made and entered into by and between the Board of Trustees (the "Board") of the **Denver City Independent School District** (the "District") and **Dr. Patrick Torres** (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this contract do hereby agree, as follows:

1. The Board agrees to employ the Superintendent on a **twelve-month** basis for **Three (3) years**, beginning **July 1, 2023** and ending **June 30, 2026**.
2. This Agreement is conditioned on the Superintendent satisfactorily providing the necessary certification and experience records, medical records, and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.
4. The Superintendent agrees to devote his or her time, skill, labor, and attention to performing his or her duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.
5. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
6. 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 between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. Further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.
7. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or (b) to the appropriate complaint resolution procedure as established by District Board policies.
8. While the Superintendent is employed as Superintendent of Schools of the

District, he will reside within the boundaries of the District.

9. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:

- (a) The District shall provide the Superintendent with an annual salary in the sum of **One Hundred Fifty-Nine Thousand Dollars (\$159,000.00)**. This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.
- (b) At any time during the term of this Agreement, 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 9(a) of this Agreement.
- (c) Other Benefits.

Health Insurance. The District shall pay the same premiums for health insurance coverage for the Superintendent as it does for other administrative employees pursuant to the group health care plan(s) provided by the District for all its administrative employees.

Life Insurance. The District shall pay the annual premium toward the purchase of a term life insurance policy having an aggregate face amount of One Hundred Thousand Dollars (\$100,000.00). The life insurance policy provided hereunder shall be owned by the District on the life of the Superintendent, with the Superintendent having the sole right to determine the beneficiary under the life insurance policy.

Additional Elective Benefits. In addition to the benefits expressly provided herein, the District shall provide all other benefits to the Superintendent as authorized by Board policy for administrative employees who are employed under twelve-month contracts, including participation in any matching annuity program, if any. The Board reserves the right to amend its policies at any time during the term of the Contract to reduce or increase these other benefits, at the Board's sole discretion.

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 days to be in a single period or at different times. The Superintendent shall be entitled to the use of and accumulation of sick leave in accordance with state law and Board policy.

Vacation, Non-Duty Days, and Holidays. The Superintendent may take, at his choice, the same number of vacation days authorized by District policy for administrative employees who are employed under twelve-month contracts, the days to be in a single period or at different times. Vacation days should be taken by the Superintendent, in the Superintendent's reasonable discretion, 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 provide timely notice to the Board President of his use of vacation days. 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 days to be in a single period or at different times.

Professional and Civic Organizations. The District shall pay the Superintendent's membership dues in professional associations such as

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. The District shall bear the reasonable costs and expenses for such membership and attendance. Additionally, the Superintendent is encouraged to participate in community and civic affairs through participation in local civic and service organizations such as the Chamber of Commerce, Lions or Rotary Clubs, and similar types of local organizations. The reasonable expense of such memberships and activities shall be borne by the District.

Texas Teacher Retirement System. For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to eleven point fifty-six percent (11.56%) of the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Agreement, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered 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. For clarification purposes, the parties agree that for the first year of this Agreement, the amount under this Section shall be \$1,590.00.

10. The Board shall work collaboratively with the Superintendent each year to prepare a list of goals for the District. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet at least biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall always be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.
11. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. 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, other criteria as required by law, and on the District's progress towards accomplishing the District Goals. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall always be conducted in executive session and the evaluation shall be considered confidential under Texas Education Code Section 21.355 to the extent permitted by law. The evaluation format and procedure shall comply with Board policy and state and federal law. If the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all

of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. If 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, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period to demonstrate such expected performance before being evaluated.

12. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.
13. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
14. If the Board terminates or proposes to terminate 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.
15. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
16. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
17. At any time during the contract term, the Board may, in its discretion, reissue the Agreement for an extended term. Failure to reissue the Agreement for an extended term shall not constitute nonrenewal under Board policy.
18. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.
19. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
20. The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement certifying that the Superintendent is physically able to perform his other essential job functions with or without reasonable accommodation. This statement shall be filed with the president of the Board. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG and other procedures as deemed appropriate by the licensed physician. The health care professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the essential functions of the job. These reports will be maintained as confidential medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.
21. The Superintendent shall at all times during the term of this Agreement, 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 and any other certificates required by law. Failure to maintain valid certification shall render this contract null and void.
22. In the event any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never

been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term covered by this Agreement have been superseded by this Agreement, and this Agreement constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

23. 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, then, 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.
24. 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.
25. 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 with 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. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. 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 25 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 25 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after July 1, 2023

DENVER CITY INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

ATTEST:

By: 
Secretary, Board of Trustees

Executed this 2 day of February, 2023.

SUPERINTENDENT

By: 
DR. PATRICK TORRES

Executed this 30th day of January, 2023.