

State of Texas
County of Hood

Superintendent's Contract

This Contract is entered into between the Board of Trustees (the "Board") of Granbury Independent School District (the "District") and Dr. Jeremy Glenn (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent for three years on a twelve month basis per school year in accordance with the District calendar, beginning July 1, 2020 and ending June 30, 2025. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** 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 national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. 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:** The Superintendent represents that any records or information provided in connection with his 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 his 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 his full time and energy to the performance of his duties. The Superintendent shall perform his 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. **Indemnification.** 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 shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees (hereinafter referred to collectively as "Demands,") incurred in any legal proceedings brought against the Superintendent in his individual or official capacity as an employee and as Superintendent of the District, providing the incident(s) that is (are) the basis of any such Demands arose from an act or omission of the Superintendent as an employee of the District, acting within the course and scope of his employment with the District; excluding, however, any such Demands for those claims or any causes of action where the Board reasonably determines that:

- (a) the Superintendent engaged in criminal conduct, or
- (b) the Superintendent engaged in official misconduct, or
- (c) the Superintendent engaged in a willful or wrongful act or omission, or
- (d) the Superintendent engaged in an act or omission constituting gross negligence, or
- (e) the Superintendent engaged in an act of bad faith, or
- (f) any costs, fees, expenses or damages 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 made by the Board, after consultation with the Superintendent. A legal defense may be provided through insurance coverage, in which case Superintendent's right to input regarding legal counsel provided for him will depend on the terms of the applicable insurance contract. The provisions of this Section 5 shall survive the termination of this Contract.

All other terms and obligations created by this Contract notwithstanding, the District shall not be required, in any event, to defend, hold harmless and/or pay any costs associated with any proceeding where the Superintendent and the District and/or the Board are adversarial parties in such Demands, provided that neither the District, the Board, Board member nor District representative joins the proceeding as a named adverse party for the sole purpose of avoiding providing a defense to the Superintendent.

6. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 6.1 **Salary:** One hundred ninety eight thousand dollars (\$198,000.00) per contract year. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies and District procedures.
 - 6.2 **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. Such adjustments, if any, shall be made pursuant to a lawful Board action. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.
 - 6.3 **Widespread Salary Reduction:** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, 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.
 - 6.4 **Furlough:** If the Board implements a furlough under Texas Education Code section 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.
 - 6.5 **Holidays and Personal Leave Days:** The Superintendent is entitled to the same number of holidays and personal leave for 12-month contract employees as authorized by policies and/or work calendars adopted by the Board, except as provided in Section 6.6 of this Contract.
 - 6.6. **Vacation.** The Superintendent is on a 12 month-contract. There are no off duty days. The Superintendent shall observe the same breaks and legal holidays as adopted by the Board adopted annual calendar. In addition, will receive five days of paid vacation each year. These days will be taken at

times that least interferes with the Superintendent's duties as set forth in this contract. Unused vacation does not accumulate from year to year and cannot be converted into compensation at the termination of the employment relationship or any other time.

- 6.7 **Insurance:** The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent under the group health care plan provided by the District for its other employees.
 - 6.8 **Business Expenses:** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of his Superintendent duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for professional development out-of-district travel. Such actual or incidental costs may include, but are not limited to, vehicle mileage as applicable (based on rates set by the Texas Comptroller's office), hotels and accommodations, meals, rental car if needed, 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 and/or procedures.
 - 6.9 **Membership Dues:** The district shall pay membership dues for state and up to three local, civic and/or professional organizations as specified by the superintendent.
 - 6.10 **Teacher Retirement System of Texas.** The District shall pay the Superintendent a salary supplement in an amount equal to the Superintendent's portion of the monthly contribution to the Teacher Retirement System of Texas ("TRS") required for the Superintendent. This additional salary supplement shall be paid to the Superintendent by regular payroll installments and shall be reported as creditable compensation by the District for purposes of TRS.
 - 6.11 **Other Benefits:** The District shall provide any benefits to the Superintendent as are 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.
 - 6.12 **Travel Allowance:** The District shall pay the Superintendent a monthly travel stipend in the amount of five hundred dollars (\$500.00) per month for all in-district and out-of-district travel not related to professional development as described in Section 6.8 of this contract.
7. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent during the term of this Contract with pay for any reason permitted by law or without pay for good cause as determined by the Board.

8. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this Contract shall be in accordance with Texas Education Code chapter 21. Termination shall be for good cause.
9. **Nonrenewal of Contract.** Nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, and other 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 thirty (30) days before the last day of the Contract term under this Contract.
10. **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.
11. **Resignation of Superintendent.** 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 sixtieth (60th) day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.
12. **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.
13. **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.
14. **General Provisions.**
 - 14.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
 - 14.2 **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.
 - 14.3 **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.
 - 14.4 **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.

14.5 **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.

14.6 **Legal Representation:** Both Parties have had the opportunity to consult with legal counsel at their discretion in the negotiation and execution of this Contract.

15. **Notices.**

15.1 **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.

15.2 **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 or 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.

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



Superintendent

8-3-20

Date



Granbury Independent School District
President, Board of Trustees

8-3-20

Date