

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 § KNOWN BY ALL MEN BY THESE PRESENTS
COUNTY OF TYLER §

THIS AGREEMENT is made and entered into between the Board of Trustees (the "Board") of the Colmesneil Independent School District (the "District") and Sharon Tule ("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:

1. Term

1.1 Term. 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 period commencing March 28, 2024, and ending on June 30, 2027, unless sooner terminated or nonrenewed under the provisions of this Contract, state law, or Board Policy. 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. Failure to extend the term of this Contract does not constitute nonrenewal of the Contract.

1.2 Tenure. The Board has 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.

2. Employment

2.1 Duties. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, Board Policy, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and regulations, and District policy and regulations as they exist or may hereafter be amended. Texas law shall govern the construction of this Contract.

2.2 Professional Certification and Records. This Contract is conditioned on the Superintendent's satisfactorily providing the necessary valid certification and experience

records, medical records, and other records required by law, District policy, State Board of Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render the Contract void. Failure to maintain necessary certification shall render this Contract void. Any material misrepresentation in obtaining or providing such records is independent grounds for dismissal.

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 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 illness or Board approved absence, the Superintendent's designee shall attend such meetings.

2.5 Criticisms, Complaints, and Suggestions. 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) to the appropriate District employee or shall investigate 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.

3. Compensation

3.1 Salary. The District shall pay the Superintendent a gross annual salary as follows for each 12-month period of the term, to be paid in equal monthly installments consistent with the District's practices. The District shall pay all applicable surcharge payments to the Texas Teacher Retirement System on behalf of the Superintendent, including the TRS surcharge and the TRS-Care surcharge. The Superintendent's gross annual salary shall be \$140,000.

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, except as expressly provided herein or as allowed by state law, shall the Superintendent's salary be reduced during the term except as mutually agreed by the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

3.3 Out-of-District Travel Expense Reimbursement. The District shall reimburse the Superintendent for reasonable out-of-District travel expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The

Superintendent shall comply with all procedures and documentation requirements in accordance with the Board policies.

3.4 Insurance. The District shall provide the same health and medical benefits for the Superintendent as provided to its administrative employees pursuant to the group health care plan and related benefits provided by the District.

3.5 Vacation, Holiday, Sick Leave. The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff on 12-month contracts and shall be allowed the same number of days for vacation, sick leave, or personal leave as provided by Board policy for the professional staff on 12-month contracts. The Superintendent will seek Board approval for any vacations that will require the Superintendent to be absent from her office for a period of 10 consecutive working days. The leave 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.

3.7 Professional Liability and Indemnification. The District agrees that it shall 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 the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided 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 while the Superintendent was acting within the course and scope of her employment; excluding, however, any such demand, claim, suits, actions judgments, expenses and attorneys' fees where it is determined that the 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, with conscious indifference or reckless disregard; 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.

It is expressly understood that a legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Paragraph 3.7 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

3.8 Professional Growth. The Board encourages the Superintendent to attend, actively participate in, and/or join professional and civic organizations at the local, state, and national levels. The Superintendent may attend and participate in appropriate professional organization meetings with prior Board approval. Reasonable and necessary expenses associated with the attendance at said meetings shall be reimbursed by the District. The District shall also pay

membership fees and dues of the Superintendent to the Texas Association of School Administrators and may, subject to separate Board approval, pay for other memberships necessary to maintain and improve the Superintendent's professional skills.

3.9 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs. Subject to Board approval, the District may also pay membership fees and dues of the Superintendent to local civic organizations as approved by the Board.

3.10 Outside Consultant Activities. The Superintendent agrees to devote her time, skill, labor and attention to performing her duties. However, the Superintendent may, with the prior approval of the Board, serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

4. Annual Performance Goals

4.1 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 Superintendent, as well as goals for the District. The goals approved by the Board ("Performance Goals") shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the Performance Goals.

4.2 Goals Approved by the Board. The Performance Goals shall be specific, definitive and measurable, to the extent feasible.

5. Review of Performance

5.1 Times 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 Contract.

5.2 Review of Evaluation. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall always be conducted in closed 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 Instrument. The evaluation format and procedure shall be in accordance with 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.

6. Renewal or Nonrenewal of Employment Contract

6.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with section 21.212 of the Texas Education Code.

7. Termination of Employment Contract

7.1 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.

7.2 Resignation. 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.

7.3 Good Cause. This Contract may be terminated at any time for good cause determined in accordance with sections 21.211 and/or 21.212 of the Texas Education Code and other applicable Texas law.

7.4 Retirement or Death. This contract shall be terminated upon the retirement or death of the Superintendent.

8. Miscellaneous

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Tyler County, Texas, unless otherwise provided by law.

8.2 Conflicts. Any future amendments in the law applicable to this Contract are incorporated herein for all purposes. Provided, 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.

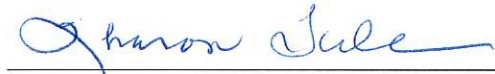
8.3 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.4 Merger Clause. 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.

8.5 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the Superintendent and Board, except as expressly provided herein.

APPROVED by the Board of Trustees on this 8th day of April March, 2024.

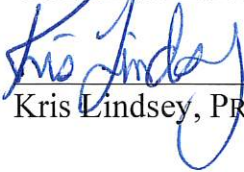
AGREED:



Sharon Tule, Superintendent

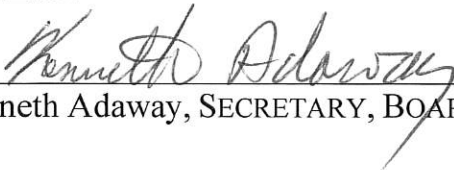
AGREED:

COLMESNEIL INDEPENDENT SCHOOL DISTRICT



Kris Lindsey, PRESIDENT, BOARD OF TRUSTEES

ATTEST:



Kenneth Adaway, SECRETARY, BOARD OF TRUSTEES