

SUPERINTENDENT TERM CONTRACT

This Contract is entered into between the Board of Trustees ("Board") of TERRELL COUNTY INDEPENDENT SCHOOL DISTRICT (the "District") and AMANDA MAGALLAN ("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 on a twelve-month basis for an initial term of three years, beginning the 1st day of July, 2016, and ending the 30th day of June, 2019. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** This Contract is conditioned on the Superintendent's satisfactorily providing the necessary certification and experience records, and other documentation required by law, district policy, or administrative regulations. The Superintendent agrees to maintain the required certification throughout the term of employment with the District. Failure to provide necessary records shall render this Agreement void. 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 her national criminal history record information if required by the District or the Texas Education Agency. 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 her 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 her 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 her full time and energy to the performance of her duties. The Superintendent shall perform her 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. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 5.1 **Salary:** The District shall pay the Superintendent an annual salary of Ninety-Seven Thousand Dollars (\$97,000.00). At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the Superintendent; however, in no event shall the Superintendent be paid less than the salary set forth above, except by mutual, written agreement of both the Superintendent and the District. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
 - 5.2 **Health Insurance / Benefits:** The District shall pay premiums for the Superintendent pursuant to the group health care plan provided by the District, to the same extent as for all other full-time employees. The District shall pay premiums toward the purchase of a term life insurance policy pursuant to the plan provided by the District for its administrative employees.
 - 5.3 **Professional Development and Professional Organizations:** 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 reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, including the TASB fall and summer conferences as well as the TASA Midwinter Conference, as approved by the Board. The District shall pay the Superintendent's base professional dues for TASA and NASA. Reasonable expenses of such professional membership and growth activities shall be borne by the District in an amount approved by the Board in its budget each fiscal year.
 - 5.4 **Automobile:** The District shall provide the Superintendent with a motor vehicle for her use and for other incidental school use by school personnel for authorized purposes. The District shall pay all operating expenses of any nature with regard to the use of the motor vehicle and maintain an automobile liability insurance policy

on the automobile with the Superintendent as a named insured. At times when the school motor vehicle is otherwise in use, the Superintendent will use her personal motor vehicle in the discharge of her employment duties. Upon receipt of verifiable documentation, the District shall reimburse the Superintendent at the rate per mile paid to District employees for mileage logged on a personal motor vehicle.

- 5.5 **Vacations, Holidays and Leave Days:** The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on 12-month contracts. The Superintendent shall receive the same number of paid leave days as authorized by Board policies for administrative employees on 12-month contracts, and may use those days in accordance with Board policies and District regulations. Where possible, the Superintendent shall make a good faith attempt to utilize her paid leave days at such time or times as will least interfere with the performance of her duties as set forth in this Contract.
 - 5.6 **Phone Allowance:** The Superintendent shall receive Seventy-five Dollars (\$73.00) per month. The cell phone contract shall be between the Superintendent and her selected cell phone provider.
 - 5.7 **Housing:** The Superintendent shall be on-call at all times, with housing and utilities provided and paid for by the District.
 - 5.8 **Civic Organizations:** The Superintendent is encouraged to participate in community civic affairs, including Chamber of Commerce, Lion's Club and County Fair. The reasonable expense of such activities shall be borne by the District to a maximum amount set by the Board in its budget each fiscal year.
6. **Suspension and Reassignment:** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board. The Superintendent may not be reassigned to another position without her express written consent.
 7. **Termination and Nonrenewal of Contract:** Termination or nonrenewal under this Agreement will occur as follows:
 - 7.1 **Chapter 21:** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.
 - 7.2 **Death:** This Agreement shall be terminated upon the death of the Superintendent.
 - 7.3 **Consolidation:** A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
 - 7.4 **By Agreement:** The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.

8. **Contract Extension:** At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.
9. **General Provisions:**
 - 9.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
 - 9.2 **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.
 - 9.3 **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.
 - 9.4 **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.
 - 9.5 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.
10. **Notices.**
 - 10.1 **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.
 - 10.2 **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 and one copy to the 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, as provided to the District.

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

Suprintendent: AM Magallon
Date signed: 6/27/16

Terrell County Independent School District

By: JCD
President, Board of Trustees
Date signed: 6/27/2016