

**ROUND TOP-CARMINE INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT CONTRACT**

STATE OF TEXAS §
 §
COUNTY FAYETTE §

This Contract is entered into between the Board of Trustees (the “Board”) of the ROUND TOP-CARMINE INDEPENDENT SCHOOL DISTRICT (the “District”) and BRANDON SCHOVAJSA (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 beginning January 28, 2019 and ending January 27, 2022.

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.** The Superintendent represents that he has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. 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, 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 or 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 chief executive officer of the District. The Superintendent agrees to perform his duties as follows:

- 4.1 **Authority.** The Superintendent shall perform the duties and have the powers prescribed by the law and the Board. The Board may assign additional duties to the Superintendent and change the Superintendent's responsibilities or work at any time during this Contract, but the duties shall be appropriate to and consistent with the professional role of the Superintendent.
- 4.2 **Standard.** Except as otherwise permitted by this Contract or Board action, 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. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 5.1 **Salary.** Ninety-Seven Thousand Five Hundred Dollars (\$97,500.00) per year.
- 5.2 **Benefits.** The District shall provide benefits to the Superintendent as 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.
- 5.3 **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 shall the Superintendent be paid less than the salary set forth pursuant to Section 5.1 of this Contract except by mutual agreement of the two parties. Such adjustments shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.
- 5.4 **Vacation, Holidays, Personal Leave.** The Superintendent shall receive two (2) weeks of vacation leave each year during the term of this Contract. The Superintendent may take up to two days of vacation leave in any one week (Sunday through Saturday) in the Superintendent's sole discretion and without Board approval, provided by the Superintendent shall obtain approval of the Board or Board President when taking vacation leave in excess of two days in any one week. Notwithstanding anything to the contrary herein, in the event of circumstances that would qualify for use of personal leave, for example illness of the Superintendent or the Superintendent's family, and the Superintendent has exhausted his personal leave, the Superintendent may use his accrued vacation leave in the Superintendent's sole discretion and without Board approval. The Superintendent shall be allowed to accrue up to four (4) weeks of vacation leave. The vacation 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. The Superintendent shall observe the same legal holidays as

provided by Board policies for administrative employees on twelve month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve month contracts.

- 5.5 **Insurance.** The District shall pay at least the same premiums for hospitalization, major medical and dental insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its employees.
- 5.6 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs.
- 5.7 **Outside Consulting Activities.** With the prior written approval of the Board, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration. The Superintendent shall serve as a consultant and receive a reimbursement of an expense and/or be paid an honorarium for such consulting services at no expense to the District. Consultation provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.
- 5.8 **Professional Development.** 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 active attendance at and participation in appropriate professional meetings at the local, regional; state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the American Association of School Administrators, Texas Association of School Administrators, as well as other Board-approved memberships necessary to maintain and improve the Superintendent's professional skills. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, specifically including release time, at such times and in such amounts as the Superintendent deems appropriate in his discretion, for the purpose of allowing the Superintendent to pursue continued education.

- 5.9 **Computer, Internet Services and Office Supplies for Professional Development.** During the term of this Contract, the Superintendent shall have use of the District's computers, Internet service and office supplies for business and personal use, including but not limited to, all purposes reasonably related to professional development and continuing education of the Superintendent. The District shall provide a fax machine, laptop computer and computer printer to be maintained for the Superintendent's business and personal use consistent with this paragraph, all at the sole cost and expense of the District.
- 5.10 **Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel incurred 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 comply with all procedures and documentation requirements in accordance with Board policies.
- 5.11 **District Telephones.** The District shall pay all costs of any nature with regard to the Superintendent's business and personal use of all District telephones.
6. **Annual Performance Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.
7. **Review of Performance.**
- 7.1 **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent annually. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.
- 7.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in 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.
- 7.3 **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 Article 7 of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedures is to be modified by the Board, such

modifications must be adopted at least one (1) year prior to its implementation unless there is an agreement between the Superintendent and Board.

8. **Suspension.** 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.
9. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this Contract or resignation under this Contract will be pursuant to Texas Education Code chapter 21.
10. **Defense of Claims.** The District shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceedings brought against Superintendent in his official capacity provided the incidents which are the basis of any claim or lawsuit, in the judgment of the Board of Trustees, arose while Superintendent was acting within the course and scope of his employment with the District. This clause excludes criminal litigation and is limited by the authority of the District to provide such coverage under state law. The Superintendent hereby agrees to fully cooperate with the District and its authorized representatives in the handling of such claims, both during and after the term of employment with the District. The District may obtain insurance coverage to protect the Superintendent under this section.
11. **General Provisions.**
 - 11.1 **Amendment.** This Contract may not be amended except by written agreement of the Board and the Superintendent (the "Parties").
 - 11.2 **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.
 - 11.3 **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 and any addenda constitute the entire agreement between the Parties.
 - 11.4 **Applicable Law and Venue.** Texas law shall govern 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' administration building is located.

11.5 **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.

12. **Notices.**

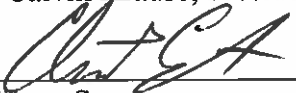
12.1 **To Superintendent.** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

12.2 **To Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice 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.

ROUND TOP-CARMINE INDEPENDENT SCHOOL DISTRICT:

By: 

Calvin Krause, President



Clint Eilers, Secretary
Board of Trustees
Round Top-Carmine Independent School District

EXECUTED this 25 day of January, 2017.



Brandon Schowajsa, Superintendent

EXECUTED this 25 day of January, 2017.