

the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certification. The Superintendent shall at all times during the term of this Contract, 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 or the Texas Education Agency and all other certificates required by law.

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. Unless otherwise prohibited by law, 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 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. There may also be times when the Board and the Superintendent agree that it is appropriate for the Superintendent not to attend a Board meeting or a portion of a Board meeting. In that case, the Superintendent will be excused from attending the meeting or portion of the meeting. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer 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.

2.6 Legal Defense/Indemnification. The District agrees that, to the extent permitted by state law, it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and employee of the District if the incident in question arose while the Superintendent was acting within the course and scope of her employment and in conformity with the policies of the District. This defense and indemnity excludes criminal or other illegal acts and any other act, action or omission of the Superintendent which is determined to have been done, taken, or committed with malice or with intent to cause the injury or damage suffered by the claimant. This provision does not apply if the Superintendent is found to have materially breached her contract, to have acted with gross negligence or with intent to have violated a person's clearly established legal rights, to have acted outside the course and scope of her employment, to have engaged in criminal conduct, or to have engaged in official misconduct. This provision also does not apply to criminal investigations or proceedings. At its sole discretion, the District may fulfill the obligation under this paragraph by purchasing insurance coverage for the benefit of the Superintendent or by including the

Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided under any such contract of insurance. In no event shall any individual Board member, present or future, be personally liable for defending or indemnifying the Superintendent against any such demands, claims, suits, actions and legal proceedings. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings. The Superintendent shall reasonably cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph and the obligation of the District under this paragraph shall continue after the termination of this Contract .

III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of One Hundred Forty-Five Thousand and No/100 Dollars (\$145,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

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 shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, 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.

3.3 Vacation, Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, (i) ten (10) days of vacation annually, or (ii) the same number of days of vacation annually authorized by policies adopted by the Board for administrators on twelve-month contracts. 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. The Superintendent's accrued and unused vacation days and personal leave days may be accumulated from year to year and carried over into subsequent years of this Contract only up to a ten (10) day limit. In other words, under this paragraph, in addition to what the Superintendent is eligible for in a particular contract year, a maximum of ten (10) additional accrued and unused vacation days and personal days will exist and be available for use by the Superintendent in each respective contract year.

3.4 Insurance. The Superintendent shall have access to health insurance pursuant to the group health care plan provided by the District for its administrative employees.

3.5 Professional Growth. 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.

3.6 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs. The expense of such activities, subject to Board approval, shall be borne by the District.

3.7 Expenses. The District shall pay the Superintendent five hundred dollars (\$500.00) per month during the term of this Contract for reasonable in-district 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 out-of-district travel for school district business. Such actual or incidental 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.

3.8 Moving Expenses: The District will reimburse Superintendent for reasonable and customary moving expenses incurred not to exceed seven thousand five hundred dollars (\$7,500.00). The Superintendent agrees to obtain and reasonably select from three quotes for such services.

3.9 Organizational Membership Dues: The District will annually pay dues/membership in selected key professional organizations that will benefit the Superintendent and the school district. The District shall pay the Superintendent's membership dues to the American Association of School Administrators, the Texas Association of School Administrators, and the Texas Association of School Business Officials, as well as other memberships, specifically approved by the Board from time to time, as necessary to maintain and improve the Superintendent's professional skills or to represent the school district's interests.

3.10 Cell Phone: The District will provide a flat fee of one hundred fifty dollars (\$150.00) per month for a cell phone to be used by the Superintendent.

3.11 Residency Requirement: As a condition of this Contract, by January 15, 2020, the Superintendent shall reside within the boundaries of Bellville ISD. Prior to January 15, 2020, if reasonably necessary, the Superintendent may request a modification to this time line and the Board shall review and consider such a request in a duly called board meeting.

3.12 Consultant and/or Other Work Activities. The Superintendent agrees to devote her time, skill, labor, and attention to performing her duties, and may only undertake consulting work, speaking engagements, writing, lecturing, teaching, and other professional work/duties and

obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District with formal board approval. Consultation and/or other work activities performed or provided by the Superintendent under the terms and conditions of this paragraph shall be consistent with state and federal law.

IV. Annual Performance Goals

4.1 Development of Goals. On or before September 1st of every year during the term of this Contract, the Superintendent and the Board shall develop the goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

V. Review of Performance

5.1 Time and Basis of Evaluation. At a minimum, beginning in the school year 2019-2020, the Board shall evaluate and assess in writing the performance of the Superintendent annually in January, during this Contract. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and to the adopted annual goals outlined in Subsection 4.1. The Superintendent shall provide a written reminder to the Board of its evaluation obligation at least thirty (30) days prior to the Regular Called Board Meetings in January. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. Unless the Superintendent specifically requests otherwise in accordance with applicable law, all meetings, conferences, and discussions by the Board concerning the Superintendent's performance shall be held in closed, executive session and shall be considered confidential to the extent permitted by 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. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

VI. Extension or Nonrenewal of Employment Contract

6.1 Extension/Nonrenewal. Extension or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. Contract extension, may be, but is not required to be considered during the month of January of each respective contract year. A mid-contract year informal review of the Superintendent's performance may be held by the Board in order to make any contract extension decision.

VII. 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 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause in accordance with state law and Board policy.

7.4 **Termination Procedure.** In the event the Board proposes the termination of 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.

7.5 **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 pursuant to this paragraph. The resignation must be addressed to the Board and filed with the Board President not later than the 90th 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.

Article VIII. Miscellaneous

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

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

8.3 **Conflicts.** 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.

8.4 **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. 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.

BELLVILLE INDEPENDENT SCHOOL DISTRICT

By: _____

Grant Lischka
Grant Lischka, President
Board of Trustees
Bellville Independent School District

ATTEST:

By: _____

Kenneth Stein
Kenneth Stein, Secretary
Board of Trustees
Bellville Independent School District

Executed this 10th day of July, 2019.

SUPERINTENDENT

By: _____

Nicole Poenitzsch
Nicole Poenitzsch

Executed this 10 day of July, 2019.

**FIRST AMENDMENT TO
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF AUSTIN §

WHEREAS, the Board of Trustees ("Board") of the Bellville Independent School District, met on January 30, 2020;

WHEREAS, at the meetings held on January 30, 2020, the District, pursuant to his Contract of Employment ("Contract"), offered Dr. Nicole Poenitzsch an amendment to her Contract;

WHEREAS, Dr. Poenitzsch accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of § 11.201 of the Texas Education Code, the general laws of the state of Texas and Section 8.2 of the Contract, the Board and Dr. Poenitzsch agree as follows:

I.

Section 1.1. of the Superintendent's Contract of Employment executed on July 10, 2019 is amended as follows:

- 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 on a 12-month basis commencing on July 15, 2019, and ending on June 30, 2023. In all years of this Contract, the contract year shall be from July 1st through June 30th. 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 reissue the Contract for an extended term shall not constitute nonrenewal under Board policy.

II.

Section 3.11 of the Superintendent's Contract of Employment executed on July 10, 2019 is amended as follows:

3.11 **Residency Requirement:** As a condition of this Contract, by June 15, 2020, the Superintendent shall reside within the boundaries of Bellville ISD. Prior to June 15, 2020, if reasonably necessary, the Superintendent may request a modification to this timeline and the Board shall review and consider such a request in a duly called board meeting.

This Amendment is fully effective January 30, 2020, upon final execution of the signatures listed below.

EXECUTED on this 5 day of June, 2020.

BELLVILLE INDEPENDENT SCHOOL DISTRICT

By:  _____

Grant Lischka, President
Board of Trustees
Bellville Independent School District

SUPERINTENDENT

By:  _____

Nicole Poenitzsch
Bellville Independent School District