

EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF CHAMBERS §

It is hereby agreed by and between the Board of Trustees (hereinafter the “Board”) of the East Chambers Independent School District (hereafter the “District”) and Andrea Smith (hereinafter the “Superintendent”) that the Board, in accordance with Texas Education Code, §11.201, and as recorded in the official minutes of the meeting of the Board held on the 14th day of July, 2025, has and does hereby employ Andrea Smith as Superintendent of Schools of the East Chambers Independent School District (hereinafter the "District"), under the following terms:

1. The Superintendent shall be employed for a term, commencing on September 1, 2025 at 12:00 a.m. and ending on August 31, 2028. The Board may, in its sole discretion, extend the term of this Contract annually, for an additional year or years, with the consent of the Superintendent. 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. The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District, as prescribed by Board policy and state law and as may be lawfully assigned by the Board, and shall comply with all lawful Board policies and directives, state and federal law, and District rules and regulations as they exist or may hereafter be amended. It shall be the duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law.

Subject to the provisions of paragraph 6, it shall be the further duty of the Superintendent

to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with state law and the professional role and responsibility of the Superintendent.

3. The District shall provide the Superintendent with an annual salary in the sum of \$161,800. This annual salary rate shall be paid to the Superintendent in equal installments in accordance with Board policy governing payment to other professional staff members in the District. The Board shall have the right to further adjust the annual salary of the Superintendent at any time during the term of this Contract, provided that no such adjustment shall reduce the annual salary herein set forth. Any such further adjustment in the Superintendent's salary made during the term of this Contract shall be in the form of an amendment and shall become part of the Contract or a new contract. The annual salary shall be predicated on 226 workdays each year. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, nothing in this Paragraph or Contract prohibits that Board from implementing a furlough as permitted by the Texas Education Code and applying such furlough to all employees, including the Superintendent.

4. The District shall pay directly or reimburse the Superintendent for all reasonable and necessary expenses incurred by the Superintendent in her conduct of business on behalf of the District. The Superintendent shall comply with applicable Board policies and procedures in documenting and reporting such expenses. The District shall provide the Superintendent with such

portable communication devices as are provided to other District administrators, or as may otherwise be necessary in the Superintendent's conduct of District business. The District shall also pay for hospitalization, major medical and other District-sponsored insurance coverage for the Superintendent under the same program or policy as provided to other administrative employees of the District. The Superintendent shall observe the same legal holidays and receive the same leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, the leave days to be taken in a single period or at different times. The Superintendent shall be entitled to receive any other employee benefits that are afforded other District administrators.

5. The Superintendent shall furnish throughout the term of this Contract a valid and appropriate certificate as defined in the Texas Education Code to act as a superintendent in this state. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. The Superintendent may, in compliance with Texas Education Code §11.006, with prior notice to the Board and such approval as required under applicable state law, undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations that do not conflict or interfere with the Superintendent's professional services to the District or result in any financial cost to the District. Such outside endeavors are distinguishable from participation in professional meetings and/or seminars as referenced in paragraph 8, below.

6. The Board and the Superintendent shall maintain a working relationship which is in the best interests of the District and in compliance with Texas Education Code, Sections 11.051, 11.1511, 11.1512, 11.1513 and 11.201(d). To that end, the employment of professional staff shall be based on recommendations of the Superintendent, subject to approval of the Board, and the organization and arrangement of the professional staff for effective administration, supervision and teaching shall be done by the Superintendent in consultation with the Board; all criticisms,

complaints or suggestions received by the Board, or any individual Board member(s) shall, prior to any action being taken as to same, be referred to the Superintendent for appropriate resolution, study or recommendation. The Superintendent shall be permitted to attend all meetings of the Board, both open and closed, and participate in all deliberations of the Board, except such executive sessions or deliberations involving consideration of the Superintendent's contract or her evaluation or appraisal, or as due process may require.

7. The Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent-Board relationship. In addition to any goals set by the Board, the Superintendent may submit to the Board each year, for the Board's consideration and possible adoption, any additional goals for the District. All goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in implementing these goals.

The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in Board Policy and shall be based on the District's progress towards accomplishing the District goals.

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. The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The

evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. In the event the Board deems that the evaluation instrument format and/or procedure needs to be modified, such modification shall be adopted with input from the Superintendent, and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance prior to implementation.

8. The Superintendent may attend and participate in appropriate professional meetings and/or seminars at the local, state and national level. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay or reimburse the annual dues, registration, travel, meals, lodging, and other related expenses of the Superintendent for membership in professional organizations of the Superintendent's choice. The District shall also pay for the Superintendent's membership dues in local civic organizations of her choice and reimburse the Superintendent for the cost of membership and related travel outside of the District, as approved by the Board.

9. This Contract can be terminated at any time with mutual consent of the Board and the Superintendent, or for good cause under applicable law and Board policy. This contract shall also be terminated upon the retirement or death of the Superintendent. Incompetence or inefficiency in the performance of duties shall not be considered good cause for the termination unless the Board has first provided the Superintendent with a reasonable opportunity for remediation. Renewal or non-renewal of this Contract shall be in accordance with Board policy and applicable state law.

10. To the extent permitted by applicable law, Board agrees that 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 her individual capacity or in her official capacity provided the incident(s) which is (are) the basis of any claim or lawsuit arose while Superintendent was acting within the course and scope of her employment with the District. The District may provide insurance coverage to protect the Superintendent under this paragraph.

11. This contract shall be governed by the laws of the State of Texas and shall be performable in Chambers County, Texas, unless otherwise provided by law.

12. 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.

13. This Contract combines all prior agreements and resolutions concerning employment of the Superintendent into one document. This Contract may only be amended by written instrument, executed by both parties.

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IN WITNESS WHEREOF, all the parties hereto have executed the Contract in multiple originals to be effective from and after September 1, 2025.

EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT

By: 

President, Board of Trustees

ATTEST:

By: 

Secretary, Board of Trustees

Executed this 14th day of July, 2025.

SUPERINTENDENT

By: 

ANDREA SMITH

Executed this 14th day of July, 2025.