

STATE OF TEXAS §
 §
COUNTY OF YOAKUM §

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the **Denver City Independent School District** (the "District") and **Dr. Patrick Torres** (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this contract do hereby agree, as follows:

1. The Board agrees to employ the Superintendent on a **twelve month** basis for **Three (3) years**, beginning **July 1, 2022** and ending **June 30, 2025**.
2. This Agreement is conditioned on the Superintendent satisfactorily providing the necessary certification and experience records, medical records, and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary records shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.
4. The Superintendent agrees to devote his or her time, skill, labor, and attention to performing his or her duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.
5. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
6. 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 Superintendent's 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.
7. 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) 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.
8. While the Superintendent is employed as Superintendent of Schools of the District, he will reside within the boundaries of the District.
9. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the sum of **One Hundred Forty Thousand Dollars (\$140,00.00)**. This

annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.

- (b) At any time during the term of this Agreement, 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 5(a) of this Agreement.
- (c) Other Benefits.

Health Insurance. The District shall pay the same premiums for health insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for all its administrative employees.

Life Insurance. The District shall pay the annual premium toward the purchase of a term life insurance policy having an aggregate face amount of One Hundred Thousand Dollars (\$100,000.00). The life insurance policy provided hereunder shall be owned by the District on the life of the Superintendent, with the Superintendent having the sole right to determine the beneficiary under the life insurance policy.

Additional Elective Benefits. The District shall provide all other benefits to the Superintendent as authorized by Board policy for administrative employees who are employed under twelve-month contracts, including participation in any matching annuity program, if any. The Board reserves the right to amend its policies at any time during the term of the Contract to reduce or increase these benefits, at the Board's sole discretion.

Automobile. The District shall provide the Superintendent with an automobile allowance in lieu of providing him with a District vehicle. This allowance will be in the amount of \$1,000.00 per month.

Personal and Sick Leave. The Superintendent shall have the same sick and personal leave benefits as authorized by Board policy for administrative employees who are employed under twelve-month contracts. The Superintendent shall be entitled to the use of and accumulation of sick leave in accordance with state law and Board policy.

Vacation, Non-Duty Days, and Holidays. The Superintendent may take, at his choice, the same number of vacation days authorized by District policy for administrative employees who are employed under twelve-month contracts. Vacation days should be taken by the Superintendent, in the Superintendent's reasonable discretion, at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall provide timely notice to the Board President of his use of vacation days. The Superintendent shall observe the same legal holidays and non-duty days as those observed by other administrative employees who are employed under twelve-month contracts.

Professional and Civic Organizations. The District shall pay the Superintendent's membership dues in professional associations such as the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such membership. Additionally, the Superintendent is encouraged to participate in community and civic affairs through participation in local civic and service organizations such as the Chamber of Commerce, Lions or Rotary Clubs, and similar types of local

organizations. The reasonable expense of such memberships and activities shall be borne by the District.

Moving Expenses. On or before February 1, 2021, the District shall reimburse the Superintendent up to Seven Thousand Five Hundred Dollars (\$7,500.00) for reasonable moving expenses related to the Superintendent's move to Denver City, Texas.

10. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law.
11. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.
12. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
13. 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.
14. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
15. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
16. 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.
17. 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.
18. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
19. The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement certifying that the Superintendent is physically able to perform his or her essential job functions with or without reasonable accommodation. This statement shall be filed with the president of the Board.
20. 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 and any other certificates required by law. Failure to maintain valid certification shall render this contract null and void.
21. In the event any one or more of the provisions contained in this Agreement 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 Agreement 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 Agreement, and this contract constitutes the entire

agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

22. This offer will expire unless signed and returned to the Board or its authorized representative by **8:00 p.m.** the **24th** day of **February 2022.**

Signed this 24th day of February 2022

Superintendent of Schools

Signed this 24th day of February 2022

President, Board of Trustees
