

SUPERINTENDENT TERM CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Dripping Springs Independent School District (the "District") and Dr. Bruce Gearing (the "Superintendent").

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

1. **Term.** The Board agrees to employ the Superintendent on a 12-month basis per school year for three years, beginning July 1, 2013 and ending June 30, 2016. The Superintendent will be eligible for an extension on each subsequent anniversary date thereafter.
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 or she has disclosed to the Board, in writing, any arrests, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, other than minor traffic violations. 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 arrests, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, other than for minor Class C misdemeanors such as speeding tickets, etc. The Superintendent agrees to provide such notification in writing within 7 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 educational leader and Chief Executive Officer of the District. The Superintendent agrees to perform his or her 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 or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful 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 and as follows:
 - 5.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of \$172,010.00 for a standard 226 days of service. This annual salary rate shall be effective July 1, 2013, and paid to the Superintendent in equal monthly installments consistent with the Board's policies. The Board will review

the Superintendent's compensation for a possible salary increase no later than June 30, 2014. The Board may also, in its discretion, review the compensation of the Superintendent for a possible salary increase at any other time during the term of this Contract. In no event shall the Superintendent be paid less than the salary set forth in this Section 5.1 except by mutual agreement of the Superintendent and the Board and except as law allows. The Board agrees not to unilaterally reduce the Superintendent's salary in cases of financial exigency.

5.2 **Benefits.** The District shall provide benefits to the Superintendent as provided by this Contract, 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. However, any reduction in benefits occasioned by an amendment of the Board's policies will take affect only in the next contract year (July 1 – June 30) unless otherwise mutually agreed to by the Superintendent and the Board. In addition, the District shall provide to the Superintendent the employment benefits set forth on Exhibit A attached hereto and incorporated herein for all purposes. Notwithstanding any provision in this Contract to the contrary, the employment benefit set forth on Exhibit A may not be reduced except by mutual agreement of the Superintendent and to the Board.

6. **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. In the event that the Board proposes to suspend the Superintendent without pay for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state law.

7. **Termination, Renewal, and Nonrenewal of Contract and Resignation.**

7.1 ***Renewal/Nonrenewal.*** Renewal or nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

7.2 ***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.

7.3 ***Death/Retirement.*** This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

7.4 ***Dismissal for Good Cause.*** The Board may terminate this Contract and dismiss the Superintendent during the term of this Contract for good cause as determined by the Board. In the event the Board proposes to terminate this contract for good cause, the Superintendent shall be afforded all rights set forth in the Board's policies and state law.

7.5 ***Resignation.*** 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 no 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.

8. **REVIEW OF PERFORMANCE**

8.1 ***Time and Basis of Evaluation.*** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract.

8.2 ***Evaluation Format and Procedure.*** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

8.3 Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed 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.

9. PROFESSIONAL LIABILITY

- 9.1 The District shall, to the extent it is permitted to do so by applicable law, including, but not limited to, Texas Civil Practice & Remedies Code Chapter 102, indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages, including court costs and attorney's fees incurred by the Superintendent in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract held either by the District or by the Superintendent. This paragraph does not apply to criminal investigations or proceedings. The District may, at its discretion, purchase appropriate insurance coverage for the benefit of the Superintendent or include the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District in order to meet its obligations under this paragraph. However, the purchase of such insurance or the inclusion of the Superintendent as a covered party shall not relieve the District of its obligation under this paragraph if the relevant insurance company refuses to afford coverage or if the insurance coverage is not sufficient to fully indemnify, defend, and hold the Superintendent harmless. The Board may retain attorneys to represent the Superintendent in any proceedings for which he could seek indemnification under this paragraph. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.
- 9.2 The Superintendent shall fully 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 shall continue after the termination of this Contract.

10. General Provisions.

- 10.1 **Amendment.** This Contract may not be amended except by written agreement of the Board and the Superintendent (the "Parties").
- 10.2 **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 constructed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 10.3 **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.
- 10.4 **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 in 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's administration building is located.
- 10.5 **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.

**ATTACHMENT A
OTHER BENEFITS**

1. **Insurance.** The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its administrative employees.
2. **Automobile.** The District shall provide the Superintendent with an automobile allowance in the sum of five hundred dollars (\$500.00) per month. This allowance is for all mileage inside the District, Region XIII Education Service Center, and the District's UIL area. Such amounts shall be subject to payroll tax withholding by the District.
3. **Supplemental Compensation - Retention Incentive.** As an incentive to encourage the Superintendent to remain employed as Superintendent with the District, the District agrees to open a savings account in the name of the District for contributions as provided herein ("Account"). Beginning on June 30, 2013, and on or before June 30 of each year thereafter during the term of this Contract, the District shall contribute two thousand five hundred and no dollars (\$2,500.00) annually to the Account. In the event that on June 30, 2017 ("Vesting Date") the Superintendent remains employed by the District, the Superintendent shall be vested one hundred percent (100%) in the Account, and all amounts therein, including both the District's contributions and any interest or other earnings thereon shall be paid to the Superintendent. The Superintendent shall not have any rights in or to the Account prior to the Vesting Date and in the event the Superintendent's employment with the District terminates for any reason prior to the Vesting Date, the Account, all amounts in the Account and those amounts remaining unpaid to the Account shall be forfeited and the District shall have no further liability with respect to the Account.
4. **Electronic Devices.** The District will provide the Superintendent with a laptop computer at District expense for District business use and for a reasonable amount of personal use. The Superintendent is further authorized to use District equipment such as computers and telephones for a reasonable amount of personal use.
5. **Holidays, Sick Leave.** 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 number of illness benefits and leave and vacation days as authorized by Board policies for administrative employees on twelve-month contracts.
6. **Professional Organizations.** The Superintendent is encouraged to participate in various professional educational organizations. The reasonable cost of membership in two such organizations shall be borne by the District each District fiscal year.
7. **Civic Organizations.** The Superintendent is encouraged to participate in community and civic affairs such as chamber of commerce, civic clubs, etc. The reasonable expenses of such local activities, including any membership fees and dues, shall be borne by the District.
8. **Professional Growth.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. However, the Board 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 utilization of any person's expertise or background which would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent to attend such seminars, courses or meetings. The District shall bear the reasonable costs and expenses for such attendance or membership with prior Board approval.
9. **Expenses.** The District shall reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. The District shall

reimburse the Superintendent for District use of the Superintendent's personal automobile for miles traveled outside of the District by the Superintendent in the continuing performance of the Superintendent's duties under this Contract at the per mile reimbursement rate approved by the Texas Comptroller that is in effect at the time of the out-of-district travel. The District shall reimburse the Superintendent for all other out-of-district travel expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract to the extent allowed by law and Board policy. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy.