

**SUPERINTENDENT EMPLOYMENT CONTRACT**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

THIS CONTRACT is made and entered into by and between the Board of Trustees (the "Board") of the North East Independent School District ("NEISD" or "the District") and Dr. Brian Gottardy (the "Superintendent"). This Contract supersedes any other prior employment contract between the parties.

The Board and the Superintendent, for and in consideration of the mutual covenants set forth below, have agreed, and do hereby agree, as follows:

**1.    TERM.**

1.1   Employment. The term of this Contract shall commence on September 20, 2011, and end on June 30, 2014. Such term may be extended by mutual written consent of the parties.

1.2   No Right of Tenure. The Board has not adopted by policy, rules, regulations, law, action or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract terms contained herein.

**2.    EMPLOYMENT.**

2.1   Duties. The Superintendent shall faithfully perform the duties of the Superintendent of Schools for NEISD as set forth in the job description, applicable law, and as may be lawfully assigned by the Board. The Superintendent shall further comply with all lawful Board directives, state and federal law, District Board policy, rules, regulations and practices as they exist or may hereafter be adopted or amended.

2.2   Performance of Duties. The Superintendent shall perform the duties of the Superintendent of Schools for NEISD with all reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties in a manner satisfactory to the Board.

2.3   Medical Examination. The Superintendent agrees to have a comprehensive medical examination by a properly-licensed physician, once a year, and to obtain a statement from the physician certifying that he is physically able to perform his duties. This statement and the results of the examination shall be confidential and shall, upon request, be presented to the President of the Board of Trustees and available for

review only to the Board of Trustees. Copies of the statement and report shall not be taken out of the District save with the express written consent of the Superintendent. The Superintendent may submit any reasonable expenses associated with obtaining such an examination for reimbursement.

2.4 Professional Certification and Records. This Contract is conditioned upon the Superintendent's providing the necessary certification and experience records, oath of office, and other records required by the District for employment and/or payroll purposes. Failure to provide and/or maintain the necessary certification shall immediately render this Contract void. Any misrepresentation of these records may be grounds for immediate termination of this Contract.

### 3. COMPENSATION.

3.1 Salary. The Superintendent shall be paid an annual salary of \$260,000.00 for his service during the term of this contract. For the first year of this contract, the Superintendent's annual salary will be pro-rated due based upon the September 20, 2011 start date. This salary shall be paid to the Superintendent in installments consistent with the Board's policies and the District's normal payroll schedule. At any time during the term of this Contract, the Board may, in its discretion, review and increase the salary of the Superintendent, but in no event shall the Superintendent be paid less than the amount set forth in this Paragraph.

3.2 Vacation and Holidays. The Superintendent will be entitled to all approved school holidays and 3 weeks' vacation per school year. The Superintendent may accumulate unused vacation days from year to year and from one contract term to the next, up to a maximum of thirty-five (35) vacation days. Unused holidays do not accumulate from one school year to the next school year or from one contract term to the next.

3.3 Retirement Benefit. The District shall contribute \$1500.00 per month to one or more retirement plans established under Internal Revenue Code Sections 401(a), 403(b), and/or 457 ("Plan[s]"), for the benefit of the Superintendent. This payment shall only be made as long as Dr. Gottardy remains in the position of Superintendent. The District will offer no other retirement benefit to the Superintendent beyond that provided by the Teacher Retirement System of Texas.

3.4 Automobile Allowance. The District shall provide the Superintendent with an automobile allowance in the sum of \$1,000.00 per month. The Superintendent shall be reimbursed mileage for out-of-town business trips at the allowable rate for state and federal employees in accordance with the Financial Accountability System Resource Guide.

3.5 Health Insurance. The District will pay 100 percent of the cost of the District's group health plan for the Superintendent and eligible family.

3.6 Life Insurance. The District will pay 100 percent of the cost for \$80,000.00 coverage for the Superintendent under the District's group life policy.

3.7 Professional Liability Insurance. The District shall pay 100 percent of the cost of a \$1,000,000.00 professional liability insurance policy provided through the American Association of School Administrators.

3.8 Disability Coverage. The District shall provide the maximum disability income protection for the Superintendent allowed by any disability insurance policy made available now or in the future to NEISD employees. The disability coverage shall not exceed 66.67 percent of the Superintendent's salary.

3.10 Business Expenses. All reasonable business expenses incurred by the Superintendent on behalf of the District will be reimbursed by NEISD in full. However, the Superintendent should utilize the District-provided American Express Credit Card as much as practicable when paying for reasonable business expenses. NEISD's Internal Audit Department shall perform a full audit of the Superintendent's expenses during the term of this Contract and report the results of such audit to the Board. Reasonable business expenses shall be defined as those ordinary and necessary expenses which a reasonable person in the Superintendent's position would expect to incur in performing the duties of the position, (e.g., travel, lodging, meals and entertainment, supplies, and public relations expenses).

3.11 Dues or Membership Fees. The total expenditure for periodicals purchased and dues paid on behalf of the Superintendent shall not exceed \$3,000.00 per year. The Board requires that the Superintendent use a portion of these funds for membership in the Texas Association of School Administrators and the American Association of School Administrators. In addition to the amount listed herein, the District shall pay the dues necessary for the Superintendent's membership to the Chamber of Commerce.

3.12 Communications Allowance. In order to insure the Superintendent's accessibility to the Board of Trustees and staff members, and to enhance his ability to manage the District, the Superintendent shall be provided with a communications allowance of \$600.00 per month to cover the cost of such items as mobile phones and equipment, a home computer, printer, fax, cable and/or internet connection, and a dedicated home telephone/fax line for communication with the Board, District employees, and the public.

#### 4. MISCELLANEOUS PROVISIONS.

4.1 Criticisms, Complaint, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent or Superintendent's office for study and appropriate action and/or response, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

4.2 Board Meetings. The Superintendent or Superintendent's designee shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings wherein the Board discusses any action on the Superintendent's contract, the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation, where appropriate. The Board may also direct, consistent with applicable law, the Superintendent not to attend any specific public and/or closed meeting.

4.3 Professional Development. The Superintendent is authorized to take up to seven days of paid leave during the term of this Contract for professional development. This leave is in addition to leave available to the Superintendent for attendance at meetings and/or conferences of professional organizations, legislative groups, and advisory boards.

4.4 Other Employment. In the event the Superintendent wishes to pursue the superintendent's position with another school district, or any other outside employment, he shall immediately notify the Board President of his intent to do so.

#### 5. REVIEW OF PERFORMANCE.

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each school year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

5.2 Confidentiality. 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 for advice, if necessary.

5.3 Evaluation Format and Procedure. The evaluation format and procedure used in connection with this section shall be in accordance with the Board's policies and applicable state and federal law.

6. **RENEWAL/NONRENEWAL.**

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

7. **TERMINATION.**

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. After the Superintendent has returned the signed Contract, the Superintendent will not be released from this Agreement without the written consent of the Board.

7.2 **Death, Retirement.** This Agreement shall be terminated immediately upon the death of the Superintendent or immediately upon the Superintendent's retirement under the Teacher Retirement System of Texas.

7.3 **Dismissal for Good Cause.** This Board may dismiss the Superintendent at any time for good cause. The term "good cause" is defined as follows:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication.
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct or the Educator's Code of Ethics;

- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immortality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Criminal assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification as set forth by the Texas Education Agency and/or the State Board for Educator Certification;
- (q) Any other reason constituting "good cause" under Texas law.

7.4 Termination Procedure. In the event that the Board terminates this Agreement for good cause, the Superintendent shall be afforded all the due process rights set forth in the Board's policies and state and federal law.

## 8. MISCELLANEOUS.

8.1 Governing Law. This Contract shall be governed by the laws of the State of Texas.

8.2 Amendments. This Contract and the instruments referenced herein embody the entire agreement between the parties and cannot be amended except by written agreement signed by all parties hereto.

8.3 Savings Clause. In the event any one or more of the provisions contained in the Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, 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 shall be superseded by this Agreement as of its commencement date.

8.4 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.

EXECUTED this 19<sup>th</sup> day of September, 2011.

NORTH EAST INDEPENDENT SCHOOL DISTRICT



President, Board of Trustees

ATTEST:



By: Secretary, Board of Trustees



Brian Gottardy, Ph.D.  
Superintendent of Schools