

EMPLOYMENT CONTRACT

STATE OF TEXAS

§

6) Determining the organizational structure, assignment and reassignment of the

brought against the Superintendent in the Superintendent's individual or official capacity as an employee and as the Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or

[REDACTED]

IV.

ANNUAL PERFORMANCE GOALS

4.1 Annual Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals as mutually agreed upon. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board.

4.2 Performance Criteria. The goals developed by the Superintendent and approved by

annuity or other retirement plan of the Superintendent's designation and shall be payable not later than December 31 following the close of the applicable school year.

VI.

RENEWAL/NONRENEWAL OF EMPLOYMENT CONTRACT

6.1 Renewal. Following the yearly evaluation of the Superintendent or at other times in

however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency, inefficiency or failure;

- (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) The possession, use, or being under the influence of alcoholic beverages while on

VIII.

BENEFITS

8.1 Expenses. The District shall pay or reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's

reasonable amount of release time for the Superintendent, as the Superintendent and Board deem

it attend such duties as may be required. The District shall pay the

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11.3 Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained herein.

11.4 Savings Clause. In the event any one or more of the provisions contained in this

