

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the AZLE INDEPENDENT SCHOOL DISTRICT (the "District") and Tanya L. Anderson (the "Superintendent").

NOW THEREAFTER, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E, Texas Education Code, have agreed, and do hereby agree, as follows:

1. Term. The Board agrees to employ the Superintendent on a twelve-month basis for three (3) years, beginning July 1, 2017 and ending June 30, 2020. At any time during the contract term, the Board may, in its discretion, reissue this Contract for an extended term; however, failure to reissue the Contract for an extended term shall not constitute nonrenewal.

2. Certification. This Contract is conditioned on the Superintendent's providing record of and maintaining the necessary certification according to District policy, State Board of Educator Certification rules, and Texas Education Agency rules. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

3. Representations.

3.1. Beginning of Contract. The Superintendent represents that the information he/she has disclosed to the Board is true and correct and that he has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other criminal adjudication of or any pending administrative disciplinary complaint regarding the Superintendent. The Superintendent understands that a criminal and administrative 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 arrest, indictment, conviction, no contest or guilty plea, or other criminal adjudication of or administrative disciplinary complaint against the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.

4. Duties.

4.1. Standard. The Superintendent shall perform the duties of Superintendent 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.

4.2. No Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

4.3. Full Time. The Superintendent agrees to devote his/her full time, skill, labor, and attention to performing his 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. Salary and Benefits.

5.1. Salary. The District agrees to pay the Superintendent in twelve installments an annual salary according to the compensation plan adopted by the Board. At any time during the term of this Contract, as permitted by law, the Board may, in its discretion, review and adjust the salary of the Superintendent.

5.2. Benefits. The District shall provide to the Superintendent benefits, including group insurance, vacation, holidays, state and local personal leave and other leaves, as required by state law and District policy, on the same terms as the District provides for its administrative employees. This twelve-month contract requires 226 duty days for each school year. The non-duty vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase its employee benefits at the Board's sole discretion, as permitted by law.

5.3. Cell Phone Allowance. The District will pay \$50.00 per month as a cell phone allowance for the use of the Superintendent's personal cell phone for school district purposes.

6. Reimbursements. The District shall pay or reimburse the Superintendent for actual reasonable expenses for his/her out of district travel, including expenses to attend professional meetings and conventions, in the performance of the Superintendent's duties under this Contract, according to District policies. The District will also pay the dues for the Superintendent's membership in customary professional associations and for other professional development activities as approved in advance by the Board.

7. Evaluation. The Board shall evaluate and assess in writing the Superintendent's performance at least annually during the term of this Contract. The evaluation format and procedure shall comply with Board policy and state and federal law.

8. Termination.

8.1. Good Cause. The Board may dismiss the Superintendent and terminate this contract at any time for good cause in accordance with Texas Education Code Chapter 21 and Board policy.

8.2. Death or 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.

8.3. Consolidation. 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.

8.4. 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 not later than the 45th day before the first day of instruction of the following school year, as provided in Texas Education Code section 21.212(e). Notwithstanding this provision, the Superintendent may resign at any other time with the consent of the Board.

8.5. Agreement. The Superintendent and the Board may agree in writing to terminate this Contract pursuant to any mutually agreed upon terms and conditions.

9. Suspension. The Board may suspend the Superintendent with pay at any time, in accordance with Board policy. In accordance with the Texas Education Code Chapter 21 and Board policy, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

10. Nonrenewal. Renewal and nonrenewal, as applicable, of this Contract shall be in accordance with Texas Education Code Chapter 21 and Board policy.

11. No Tenure. 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, expressed or implied, is created in continued employment beyond the contract term.

12. Medical Exam. The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, one a year, and to obtain a statement certifying that the Superintendent is physically able to perform his essential job functions with or without reasonable accommodation. This statement shall be filed with the President of the Board.

13. General Provisions.

13.1 Amendment. This Contract may not be amended except by written agreement of the Board and the Superintendent (the "Parties").

13.2 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 construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.


13.3 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.

13.4 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 Tarrant County, Texas. If litigation is brought in federal court, the Parties agree that venue shall be the U.S. District Court for the Northern District of Texas, Fort Worth Division.

13.5 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.

14. Legal Representation. Both parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

SUPERINTENDENT



Tanya L. Anderson, Superintendent

4-18-17

Date

AZLE ISD



Bill Lane, Board President

4-17-17

Date

**Azle Independent School District
300 Roe Street
Azle, Texas 76020**

Superintendent's Contract Amendment - Effective July 1, 2017

Superintendent – Tanya L. Anderson

The Azle ISD Board of Trustees on April 17, 2017, authorized Bill Lane, Board President, to complete and approve a contract amendment to the Superintendent's contract.

The contract amendment is effective July 1, 2017. Superintendent's starting salary of \$175,000 plus the \$600.00 annual phone allowance as reflected in the contract.

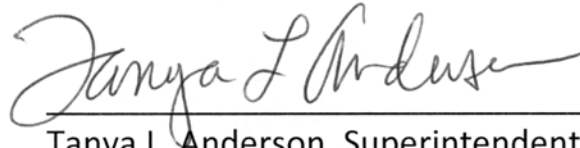
Also, longevity pay as indicated on the Azle ISD Longevity pay schedule (currently effective longevity is \$1,500 for Mrs. Anderson.)

In addition to longevity Mrs. Anderson will receive \$3,000 annually for travel stipend.

The superintendent's salary is subject to salary increases - percentage increases approved for all Azle ISD staff.



Bill Lane, Board President



Tanya L. Anderson, Superintendent

4-17-17

Date

4-18-17

Date