
Superintendent Term Contract 2017

This Contract is entered into between the Board of Trustees (the “Board”) of Community ISD (the “District”) and Roosevelt Nivens (the “Superintendent”).

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

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning March 21, 2017 and ending March 20, 2022. The Board and the Superintendent (the “Parties”) may extend the term of this Contract by agreement.
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:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. 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 arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of 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.
 - 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 such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- 4.2 **Standard:** Except as otherwise permitted by this Contract, 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 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 as follows:
- 5.1 **Salary.** The District shall pay the Superintendent an annual salary of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- (a) **Reimbursement for Employee TRS Contributions.** As additional compensation the Superintendent shall receive, during each pay period of this agreement or any extension thereof, an amount equal to the amount deducted from the Superintendent's pay for the Superintendent's required payroll deduction required for contribution to the Teacher Retirement System of Texas.
- (b) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code Section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
- (c) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.
- (d) **Annual Compensation Increases.** Beginning with the 2016-17 school year, and continuing thereafter for each succeeding school year for which this contract is effective, the Superintendent shall, commencing on September 1, of each year of this Agreement be entitled to receive an increase in the Superintendent's Base Salary year beginning on September 1 of such year, equal to the average percentage teacher pay raise applicable to CISD teachers for the upcoming school year.
- (e) **Monthly Annuity Payment.** Beginning on the first day of the first full month following the beginning of the term set forth in Paragraph 1, above, and continuing thereafter on the first day of each succeeding month through the end of such term, the District shall, in addition to the amounts set forth in this Paragraph 5.1, subparagraphs a-d, make a monthly payment in the name of the Superintendent or his designee, into an annuity plan, college savings plan, or other qualified tax-sheltered savings plan designated by the Superintendent. The amount of the monthly annuity payment shall be equal to eighty-three one hundredths of one percent (0.83%) of the sum of the annual salary payments authorized under subparagraph(a) and subparagraph(d), if any, of this Paragraph 5.1.

The Superintendent may, but shall have no obligation to, use the funds to purchase retirement credits; and if he elects to do so, he shall be entirely responsible for any TRS crediting fees or any other fees, interest, or costs of any kind additional to the Base Price that may be imposed or applicable to such purchase, whether directly or indirectly, and whether imposed by TRS or otherwise.

The Superintendent will be solely responsible for any and all taxes or other costs, assessments, interest or penalties of any kind or character ("Additional Costs") assumed or accrued by, or assessed or imposed on, either party based on, related to, or as a result of the Alternative Account, the District's Payments to the Alternative Account, or the Superintendent's use of funds from the Alternative Account. The Superintendent agrees to indemnify and hold the District harmless for any Additional Costs that apply to or are assessed or imposed on the District, and also for any costs or expenses (including attorney's fees) incurred by the District in responding to, opposing, settling, or defending against the imposition or collection of any such Additional Costs.

5.2 **Benefits**

- (a) The District shall provide insurance benefits to the Superintendent as are provided by state law and Board policies, including the same health insurance premium contributions that are provided to all District employees. 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.
- (b) The District shall provide sick leave and vacation leave benefits to the Superintendent as are provided by state law and Board policies to other full-time District employees, 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.

Vacation leave days will accrue during the period between July 1 and June 30 of the following year. Vacation leave days may be taken in a single period or at different times. However, the Superintendent shall ensure that such leave will be taken at such time or times as will not interfere with the performance of the Superintendent's duties as set forth in this Contract. Vacation leave days not taken in the year in which they accrue may be accumulated. However, the Superintendent shall be entitled to be compensated for unused vacation leave days at the end of each calendar year. In the event that the Superintendent leaves employment with the District on a date other than the end of a full contract year, his vacation days under this Section for his last year of employment shall be proportionally adjusted.

- 5.3 **Indemnification.** To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings currently pending or subsequent hereto brought against the Superintendent in his individual capacity or his official capacity as an employee and the Superintendent of the District, providing the incident(s), which is (are) the basis of any

such demand, claim, suits, actions, judgments, expenses or attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent and as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demand, claims, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Superintendent committed official misconduct, or criminal conduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings, nor to any investigations or proceedings in which the District and the Superintendent are adverse to each other; and 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. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also the District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.3 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code Chapter 102, it shall be construed and modified accordingly. 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. Both the District's obligation and the Superintendent's obligation under this Section 2.3 shall continue after the termination of this Agreement.

5.4 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the District.

5.5 **Professional Organizations.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall also pay for the Superintendent's membership dues to professional organizations as the Superintendent and Board deem appropriate.

5.5 Residence in District. As a condition of employment with the Community Independent School District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District.

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.

7. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.

8. **General Provisions.**

8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.

8.2 **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.

8.3 **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 constitutes the entire agreement between the Parties.

8.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be 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.

8.5 **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.

8.6 **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.

9. **Notices.**

9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

9.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent: Dr. Roosevelt Nivens
Dr. Roosevelt Nivens

Date signed: 3/20/17

By: Mike Shepard
Mike Shepard, President, Board of Trustees

Date signed: 3-20-17