

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 §
COUNTY OF KERR §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 1st day of May 2023, by and between the BOARD OF TRUSTEES ("Board") of the KERRVILLE INDEPENDENT SCHOOL DISTRICT ("KISD" or "District") and DR. BRENT RINGO ("Superintendent"), as authorized by Board action taken at the April 25, 2023, Board meeting.

WITNESSETH:

I. TERM

- 1.1 **Term.** The Superintendent shall be employed for a minimum of 228 days in each 12-month period, for a term of 5 (five) years, commencing on May 1, 2023, and ending on April 30, 2028. KISD may, by action of the Board, and with the consent of the Superintendent, extend the term of this Contract as permitted by state law.
- 1.2 **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, express or implied, is created in continued employment beyond the Contract term.

II. EMPLOYMENT

- 2.1 **Duties.** The Superintendent is the educational leader and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the KISD, as prescribed in the job description and as may be lawfully assigned by action of the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules and regulations as they exist or may hereafter be amended. The Superintendent shall perform the duties of the Superintendent of Schools for the KISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of these duties during the term of this Contract.

Specifically, it shall be the duty of the Superintendent to:

- (1) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the KISD and for the annual performance appraisal of the KISD staff.
- (2) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent.

SUPERINTENDENT EMPLOYMENT CONTRACT

Kerrville ISD Ringo Contract 5/1/2023

Page | 1

Doc ID: 79124c3b96867f460df0982b3f8ef0ac2413d7

- (3) Make recommendations regarding selection of KISD personnel, subject to Board approval.
 - (4) Initiate the termination or suspension of an employee's employment or the nonrenewal of an employee's Contract.
 - (5) Manage the day-to-day operations of KISD as its administrative manager.
 - (6) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the KISD for the following fiscal year.
 - (7) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies.
 - (8) Develop appropriate administrative regulations to implement adopted policies.
 - (9) Provide leadership for the attainment of student performance based on the academic excellence indicators adopted by the State Board of Education and other indicators adopted by the Board of Trustees of KISD.
 - (10) Organize the district's central administration.
- 2.2 **Professional Certification.** The Superintendent shall at all times during employment by KISD hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board for Educator Certification and all other certificates required by law. The Superintendent represents that he has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude.
- 2.3 **Reassignment.** The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing.
- 2.4 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both open to the public and closed. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation, and from those closed meetings devoted to interpersonal relationships between, or evaluation of, individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.
- 2.5 **Criticisms, Complaints and Suggestions.** Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by KISD employees or members of the public. The Superintendent shall look into the matter and direct a complainant to the appropriate policy for resolution of the complaint. When the matter is a substantive criticism or suggestion, the Superintendent shall investigate and make a report to the Board for its consideration.

- 2.6 **Indemnification.** To the extent it may be permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the KISD does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all administrative or civil demands, claims, suits, actions, judgments, expenses and attorney's fees incurred in any administrative or civil legal proceeding brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the KISD, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent's employment with the KISD; excluding, however, any such demand, claim, suits, actions, judgment, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an action or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under any applicable insurance contract. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case 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 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

III. COMPENSATION

- 3.1 **Salary.** Consistent with the terms of this Contract, effective May 1, 2023, KISD shall provide the Superintendent with an annual salary of not less than Two Hundred Sixty-Six Thousand, Five Hundred Dollars (\$266,500.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 3.2 **Salary Adjustments.** The Board will consider all compensation regularly and determine if increases are warranted. In no event, shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract, except by mutual written agreement of the two parties. Such adjustments, if any, shall be in the form of a new contract or addendum executed by the parties hereto, and shall be effective on the date stated in the contract or addendum.
- 3.3 **Benefits Generally.** In addition to the benefits expressed herein, the Superintendent is subject to, and eligible for all benefits of employment provided for other full-time employees of KISD, except as otherwise provided for in this Contract.
- 3.4 **Vacation, Holidays, Leave Benefit.** In addition to leave days provided to other administrative employees pursuant to Board policies, the Superintendent shall earn and may take, with prior notice to the Board President, fourteen (14) vacation/local leave days

per year during the term of this Contract or any extension thereof, the days to be taken in a single period or at different times. These vacation/local leave days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this Contract. Accrued but unused vacation/local leave days, up to a maximum of five (5) days annually, shall accumulate and carry forward from year to year during the term of this Contract or any extension thereof, up to a total maximum limit of no more than thirty (30) accrued but unused vacation/local leave days. At the sole option of the Superintendent, at the end of each year of this Contract or any extension thereof, the Superintendent may surrender and the District shall pay in a lump sum, less any required deductions or withholdings, for up to fourteen (14) accrued but unused vacation/local leave days, at the Superintendent's then current daily rate of pay. The daily rate shall be calculated by dividing the sum of the annual compensation provided in Section 3.1 and Section 3.9 of this Contract by 228. 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 personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, the days to be taken in a single period or at different times. Except as otherwise provided in this section, the Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted Board policy.

- 3.5 **Expenses.** The KISD shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the reasonable actual and incidental costs incurred by the Superintendent for travel out of Kerr County. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall be compensated for travel out of Kerr County at actual costs unless expenses are paid with a district-provided credit card. The Board may review the out-of-Kerr County travel expenses, and the Board by policy may limit or require pre-approval for out-of-district travel. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
- 3.6 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, governmental committees, and educational organizations. The cost of membership, if any, and subject to prior Board approval, shall be borne by the KISD. The Superintendent does not need prior Board approval for the dues of up to two such organizations.
- 3.7 **Professional Growth.** 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 participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the

Superintendent's professional responsibilities for the KISD. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, and approve a professional development budget per Contract year to be used for registration, travel, meals, lodging, and other related expenses. The KISD shall pay the Superintendent's membership dues to the Texas Association of School Administrators, as well as the membership dues of one other similar organization. The District shall bear the reasonable cost and expense for such attendance and membership.

- 3.8 **Medical insurance allowance.** The District will pay to the Superintendent an amount equal to the amount paid for all employees for health insurance.
- 3.9 **Teacher Retirement System Salary Supplement.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") in the percentage amount required by TRS for the account of the Superintendent, during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.
- 3.10 **Supplemental Retirement Plan.** Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of Five Thousand Two Hundred Eighty-Four Dollars (\$5,284.00)("Additional Salary"). One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan that is (i) established by the District under Section 403(b) and/or Section 457(b) of the Code; and (ii) available to all TRS members employed by the District. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall always be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

- 3.11 **Salary Performance Incentive Plan.** Based on the proposed goals submitted by the Superintendent for the Board's consideration in accordance with Section 4.1 of this Contract, the Board will establish and adopt, not later than October 1st of each year during the term of this Contract or any extension thereof, five priority goals for which the Superintendent may qualify for and receive a Salary Performance Incentive. These goals shall be aligned with the student performance goals and annual improvement objectives adopted by the Board. The five priority goals shall be objectively measurable with specific performance results. It is the intent of the parties that the specific performance results shall be "stretch" measures and will be challenging but attainable outcomes for the District. For each of the five priority goals for which the District meets or exceeds the specific performance result, the Superintendent shall receive a sum of Five Thousand and No/100 Dollars (\$5,000.00) (a "Salary Performance Incentive"). The Superintendent does not have a legally recognized or enforceable expectation or entitlement to a Salary Performance Incentive. Rather, the Superintendent has an opportunity to qualify for a total Salary Performance Incentive of up to Twenty-Five Thousand and No/100 Dollars (\$25,000.00) during each year of this Contract or any extension thereof. The Salary Performance Incentive shall be calculated and paid no later than August 31st of the next calendar year. As an example, for the first year of this Contract, the Board shall adopt the five priority goals no later than October 1, 2023. The District shall calculate the Superintendent's qualification to receive a Salary Performance Incentive, if any, and pay the Salary Performance Incentive no later than August 31, 2024, based on the District's performance for the 2023-2024 school year.
- 3.12 **Housing Assistance and Incentive.** The Board shall pay the Superintendent a one-time Housing Assistance and Incentive of Fifty Thousand and No/100 Dollars (\$50,000.00), for the purpose of the Superintendent purchasing a residence for himself and his family within the District. Beginning April 30, 2024, and on each succeeding April 30th during the term of this Contract that the Superintendent serves satisfactorily as Superintendent, as determined by the Board, the Board shall forgive Ten Thousand and No/100 Dollars (\$10,000.00) of the Housing Assistance and Incentive, such that the entire amount shall be forgiven if the Superintendent serves satisfactorily until April 30, 2028. However, if the Superintendent leaves employment with the District as Superintendent for any reason prior to April 30, 2028, the Superintendent shall repay to the District any portion of the Housing Assistance and Incentive that has not been forgiven by the Board.

IV. ANNUAL PERFORMANCE GOALS

- 4.1 **Development of Goals.** The Superintendent, in cooperation with the District-Level Planning and Decision-Making Committee, shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the KISD. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

V. 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 year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent and shall be based on the District's progress towards accomplishing the District Goals. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate.
- 5.2 **Confidentiality.** Unless the Board and Superintendent expressly agree otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed session. The Superintendent's evaluation 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.
- 5.3 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. EXTENSION OR NONRENEWAL

- 6.1 **Extension/Nonrenewal.** Contract Extension or nonrenewal shall be in accordance with Board policy, Texas Education Code, Section 21.212 and such other sections as applicable.
- 6.2 **Appeal.** If the Superintendent is aggrieved by the Board's decision, he may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

VII. TERMINATION OF CONTRACT

- 7.1 **Mutual Agreement.** This Contract may be terminated by the mutual written agreement of the Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.
- 7.2 **Resignation.** The Superintendent may leave the employment of KISD at the end of a school year without penalty by filing a written resignation with the Board no later than the 45th day before the first day of instruction of the following school year.
- 7.3 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

SUPERINTENDENT EMPLOYMENT CONTRACT

7.4 Dismissal or Suspension without Pay for Good Cause. The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this Contract for good cause, i.e., the failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this Contract that a Texas School Superintendent of ordinary prudence would have done under the same or similar circumstances. The following are examples of conduct and situations which may constitute "good cause," but the term is not limited in meaning by this list:

- (1) Any sexual misconduct with a student or employee;
- (2) Insubordination or failure to comply with lawful written or oral directives issued by action of the Board or failure to comply with Board policies, such that the needs of students or the effective operation of a campus or KISD are compromised;
- (3) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, 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 incompetence or inefficiency;
- (4) Neglect of duties;
- (5) Drunkenness or excessive use of alcoholic beverages;
- (6) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
- (7) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment;
- (8) Failure to meet the KISD's standards of professional conduct;
- (9) Failure to comply with reasonable KISD professional development requirements;
- (10) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (11) Immorality, which is conduct the Board determines, is not in conformity with the accepted moral standards of the community encompassed by the KISD.

Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;

- (12) Failure to put forth a reasonable effort to achieve a good rapport with parents, the community, staff, or the Board;
- (13) Assault on an employee or student;
- (14) Knowingly falsifying records or documents related to KISD's activities;
- (15) Conscious misrepresentation of facts to the Board or other KISD officials in the conduct of the KISD's business; or
- (16) Any other reason constituting "good cause" under Texas laws.

- 7.5 **Termination or Suspension without Pay Procedure.** In the event that the Board proposes to terminate this Contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code and other applicable law.

VIII. MISCELLANEOUS

- 8.1 **Outside Consultant Activities.** The Superintendent may serve as a consultant, lecturer, engage in writing activities and speaking engagements, and engage in other activities ("Consulting Services") that are of a short-term duration, and receive a reimbursement of expenses for such Consulting Services, provided they are conducted at no expense to the District, do not conflict with professional responsibilities as Superintendent, and are approved by the Board as required by the Texas Education Code, Section 11.201(e).

The Superintendent of a school district may not receive any financial benefit for Consulting Services performed by the Superintendent for any business entity that conducts or solicits business with the District. Any financial benefit received by the Superintendent for performing Consulting Services for any other entity, including a school district, open-enrollment charter school, regional education service center, or public or private institution of higher education, must be approved by the Board on a case-by-case basis in an open meeting. For purposes of this subsection, the receipt of reimbursement for a reasonable expense is not considered a financial benefit. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

- 8.2 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas, and shall be performed in Kerr County, Texas, unless otherwise provided by law.

- 8.3 **Complete Agreement.** This Contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing Contracts, both oral and written, between the parties regarding the employment of the Superintendent for the term stated herein are superseded by this Contract.
- 8.4 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 8.5 **Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.
- 8.6 **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.

EXECUTED on date shown below, pursuant to action of the Board of Trustees at a meeting held April 25, 2023, for which there was a properly posted agenda that included an item related to action on Superintendent's Contract.

[Remainder of Page Intentionally Left Blank]

KERRVILLE INDEPENDENT SCHOOL DISTRICT

Ralinda Zelander 5/1/2023
President, Board of Trustees Date

ATTEST:

Board Vice-President Date

SUPERINTENDENT

Brent Ringo 04 / 29 / 2023
Dr. Brent Ringo Date