

New Diana ISD Multi-Year Superintendent Term Contract

Date given to Employee: 2-26-2024
Date returned by Employee: 2-26-2024

This Contract is entered into between the Board of Trustees (the "Board") of NEW DIANA INDEPENDENT SCHOOL DISTRICT (the "District") and Marshall Moore (the "Superintendent").

The Board and the Superintendent, for and in consideration of 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, with an initial partial term beginning March 18, 2024, and ending June 30, 2024, and an additional three-year term beginning July 1, 2024, and ending June 30, 2027. 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 national criminal history record information ("NCHRI") if required by the District, the Texas Education Agency ("TEA"), or the State Board for Educator Certification ("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 (7) 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 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 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 full time and energy to the performance of his duties. The Superintendent shall perform his 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 \$147,500.00. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
 - (a) **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.
 - (b) **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.
 - 5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. 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.
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 to the Superintendent, 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 to the Board President and Vice

President, or by certified mail, regular mail, and/or express delivery service to the Board President's and Vice President's addresses of record, as provided to the District.

10. **Indemnification.** The District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceedings brought against the Superintendent in his individual capacity or in his official capacity provided the incident(s) which is (are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of his employment with the District, and as limited by state law. The Superintendent shall be included as a covered official or employee in the District's liability insurance coverage. The District's obligation to defend, hold harmless, and indemnify the Superintendent under this paragraph survives the termination of this Agreement and is limited to incidents that arose while the Superintendent was an employee of the District. The Superintendent agrees to fully cooperate with the District and its authorized representatives in the handling of such claims, both during and after the term of employment with the District. The terms and conditions of this paragraph shall be effective from and after the effective date of this Agreement.
11. **Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of his duties under this Agreement. The District agrees to pay actual and incidental costs incurred by the Superintendent for business travel, excepting travel to destinations within the District. Such costs may include, but are not limited to hotel accommodations, mileage, meals, rental cars, and other expenses incurred in the performance of the District's business. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy.
12. **Residency Requirement.** As a condition of employment with the District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District, with the expectation that a residence is established within 18 months of the execution of this contract. The District shall pay the Superintendent an allowance of \$6,000.00 for expenses incurred in moving the Superintendent, his family, and his personal possessions to his new residence in the District.
13. **Board Meetings.** The Superintendent shall attend, and be permitted to attend, all Board meetings, public and closed, with the exception of closed meetings devoted to consideration of any action or inaction on the Superintendent's contract, salary, benefits, evaluation, interpersonal relationships between or among individual Board members, or for any other reason as agreed upon between the parties. In the event of illness or Board President approved absence, the Superintendent's designee may attend such meetings.
14. **Referrals to the Superintendent.** Board members individually or the Board as a whole shall refer substantive concerns, complaints, and suggestions called to the Board's or Board member's attention to the Superintendent for study and appropriate response or action, if any. The Superintendent shall investigate matters referred to him and inform the

Board of the results of such efforts; provided, however, that in the event the Board determines the matter requires an investigation of the Superintendent, the Board may authorize an investigation by a third party, who is not a District employee.

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

Superintendent: 

Date signed: 2/26/24

New Diana Independent School District

By: , President, Board of Trustees

Date signed: 2-26-2024

