

STATE OF TEXAS

COUNTY OF BOSQUE

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of Clifton Independent School District (the "District") and Andy Ball (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this contract, do hereby agree as follows:

1. The Board agrees to employ the Superintendent on a 12-month, three (3) year contract beginning on July 1, 2023 and ending on June 30, 2026.
2. This Agreement is conditioned on the Superintendent's satisfactorily providing the necessary certification and experience records, medical records, and other records required by law, District policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. The Superintendent shall perform the duties of Superintendent of Schools 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. Texas law shall govern construction of this Agreement.
4. The Superintendent agrees to devote his 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. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the sum of ~~\$136,191.24~~. This annual salary rate shall be paid to the Superintendent in installments consistently with the Board's policies.

2.5% above last year

\$129,255.47

8/17/23 mm

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- (b) At any time during the term of this Agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Paragraph 5(a) of the Agreement.
- (c) *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the superintendent's duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the superintendent for travel; such costs may include, but are not limited to gasoline, hotel, and accommodations, meals, rental cars, and other expenses incurred in the performance of business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy for reimbursement of expenses.
- (d) *Insurance.* The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its administrative employees.
- (e) *Phone.* The District shall pay \$75 per month for cell phone use.
- (f) *Vacations, Holidays, Sick Leave.* The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on 12-month contracts, the days to be taken in a single period or at different times. The 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 as set forth in this Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on 12-month contracts.
- (g) *Professional growth.* In its encouragement of the Superintendent to grow professionally, the District shall permit a reasonable amount of release time for the Superintendent, as the Board deems appropriate, to attend seminars, courses, or meetings as approved by the Board. The Superintendent will seek prior approval from the Board of reasonable expenses associated with such professional growth activities.
- (h) *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs. The reasonable expense of such

activities shall be borne by the District to a maximum of three hundred dollars (\$300.00) each District fiscal year.

6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
7. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law.
8. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Section 21.211 and 21.212(d), and Board policy.
9. This Agreement shall be terminated upon the death of the superintendent or upon the Superintendent's retirement in the Teacher Retirement system of Texas.
10. A determination by the Board that consolidation of the District with one or more other school district(s) requiring that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
11. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
12. Renewal or nonrenewal of this Agreement shall be in accordance with Subchapter E, Chapter 21 of the Texas Education Code, and Board Policy.
13. At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy and nothing in this contract shall be construed to create a right or entitlement to any contract extension.
14. 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. The Superintendent may resign with the consent of the Board at any other time.
15. The Board has not adapted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No

property interest, express or implied, is created in continued employment beyond the contract term.

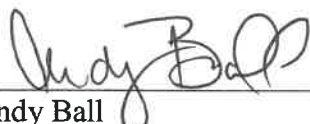
16. In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may be executed in duplicate originals, and any fully executed original shall be binding on the parties.
17. This offer will expire unless signed and returned to the Board or its authorized representative by Feb 7, 2023.

Signed this 13th day of Feb. 2023

Signed this 26th day of January 2023



Julie New
President, Board of Trustees



Andy Ball
Superintendent