

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the SOUTHWEST INDEPENDENT SCHOOL DISTRICT (the "District") and JEANETTE BALL (the "Superintendent"). NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree as follows:

1. TERM

1.1 Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term beginning February 13, 2023 and ending on June 30, 2027. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law.

2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by law, Board policies and the job description, and such duties as may be assigned by the Board from time to time. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill, and expertise

and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote their time, skill, labor, and attention to performing their duties.

2.2 Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any misrepresentation will be grounds for dismissal.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

2.4 Representations: The Superintendent makes the following representations;

2.4.1 Beginning of Contract: The Superintendent represents that she has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history records acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

2.4.2 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.

2.4.3 False Statements and Misrepresentations: The Superintendent represents that any records or information provided in connection with 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.

3. COMPENSATION

- 3.1 Salary.** The Superintendent shall be paid a salary of TWO HUNDRED SEVENTY-ONE THOUSAND AND NINE HUNDRED FIFTY DOLLARS AND THIRTY-TWO CENTS (\$271,950.32). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies, and this salary amount includes and shall be in lieu of any mileage expense reimbursement, gasoline, or other vehicle upkeep charges associated with the Superintendent's travel within in the District, as well as in lieu of any communication expense reimbursement for the Superintendent's usage of personal mobile telephone for school district business. Further compensation shall reflect the same raise as all professional employees, which shall be paid to the Superintendent in installments consistent with the Board's policies.

3.1.1 Widespread Salary Reduction. If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, 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.

3.1.2 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.

3.2 Salary Adjustments. Annually during the term of this Agreement, the Board shall, 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 Section 3.1 of this Agreement.

- 3.3 Other Benefits.**

3.3.1 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 out of town travel; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental cars, and other expenses incurred in the performance of the business of the District, such costs not to exceed the budgeted amount per District fiscal year. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

3.3.2 Communications Allowance. The District shall provide the Superintendent a yearly communications allowance for expenses incurred related to a mobile telephone and other communications devices or services, in the amount of \$2500.00 which will be paid in equal amounts according to the District's salary pay schedule.

3.3.3 Transportation. The District shall provide the Superintendent with an automobile allowance in the amount of \$1200.00 per month, which is paid in lieu of payment or reimbursement for business travel of the Superintendent to destinations within the District.

3.3.4 Insurance. The Superintendent shall receive all health and medical coverage, including dental and vision coverage which is provided to other twelve-month contract administrative employees.

3.3.5 Professional Growth. 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 reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board and not to exceed the budgeted amount per District fiscal year.

3.3.6 Professional and Civic Activities. The Board shall pay the Superintendent's

working relationship between the schools and the community, the Board shall pay dues, membership fees and related expenses for membership in service and civic associations as approved by the Board in the annual budget. The Board shall pay or reimburse Superintendent for reasonable expenses approved by Board and incurred by the Superintendent in the continuing performance of her duties under this Contract.

3.3.7 Vacation, Holiday and Personal Leave. The Superintendent may take, at the Superintendent's choice, the greater of (i) ten (10) days of vacation annually or (ii) the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be 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 Contract. Accrued but unused vacation days shall not carry forward from year to year during the term of this contract. 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 during the term of this Contract.

3.3.8 Liability Insurance. The District's Professional Liability insurance policy provides

coverage for the Superintendent, as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.

4. REVIEW OF PERFORMANCE

4.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at a minimum of once each year during the term of this Agreement.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

5. RENEWAL/NONRENEWAL

5.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

6. TERMINATION OF EMPLOYMENT CONTRACT

6.1 Mutual Agreement. This Agreement may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Agreement except as provided herein without the written consent of the Board.

6.2 Death. This Agreement shall be terminated upon the death of the Superintendent.

6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause pursuant to policies and procedures afforded by state and federal law.

6.4 Termination Procedure. In the event that the Board terminates this Agreement for good cause, the Superintendent shall be afforded all rights set forth in the Board's policies and state and federal law.

6.5 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. MISCELLANEOUS

7.1 Controlling Law. This Agreement shall be governed by the laws of the State of Texas and is performable in Bexar County, Texas.

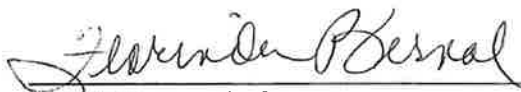
7.2 Amendment. This contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

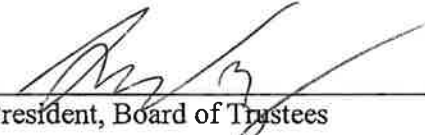
7.3 Savings Clause. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contract, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement.

7.4 Multiple Originals. This contract is executed in two (2) originals, one for the Board

and one for the Superintendent, each of which shall constitute but one and the same instrument.

SOUTHWEST INDEPENDENT SCHOOL DISTRICT

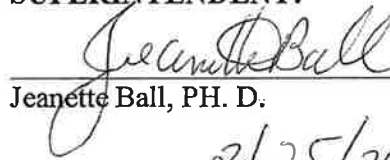

Secretary, Board of Trustees

By: 
President, Board of Trustees

3/7/2025
Date

2/25/2025
Date

SUPERINTENDENT:


Jeanette Ball, PH. D.

2/25/2025
Date