

**SUPERINTENDENT EMPLOYMENT CONTRACT BETWEEN
NORTHSIDE INDEPENDENT SCHOOL DISTRICT
AND
DR. JOHN CRAFT**

This Employment Contract ("Contract") is made and entered into this 21st day of March, 2023 by and between the Board of Trustees (hereinafter referred to as "Board") of the Northside Independent School District (hereinafter referred to as "District") and Dr. John Craft (hereinafter referred to as "Superintendent").

Pursuant to the authority of Chapters 11 and 21 and Section 11.201 (b) of the Texas Education Code and the general laws of the State of Texas, for the consideration herein specified, the Board and Superintendent hereby agree as follows:

1. TERM

The Board, by and on behalf of the District, hereby employs and Superintendent hereby accepts employment as Superintendent of Schools for a term commencing April 3, 2023 and ending June 30, 2026. The Board may consider the extension of this Contract each year following its annual evaluation and assessment of the Superintendent's performance, or at any other time determined by the Board. However, there is no requirement or duty for the Board to extend this Contract.

**2. PROFESSIONAL CERTIFICATION, REPRESENTATIONS
AND RESPONSIBILITIES**

A. Certification. The Superintendent shall maintain at all times during the term of this Contract valid and appropriate certification or permits to act as a Superintendent in the state of Texas as prescribed by the laws of the state of Texas and the rules and regulations of the Texas Education Agency and/or the State Board of Educator Certification, and shall provide evidence of such certification or permits to the Board upon request at any time. The Superintendent also shall provide evidence of educational attainment, degrees earned, previous professional experience, and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification or permits shall render this Contract void, and any material misrepresentation in any records provided to the District shall be grounds for termination.

B. Representations. The Superintendent makes the following representations:

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 Board, 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.

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, for any felony, any offense involving moral turpitude, and any offenses set forth in Policy DH (Local). The Superintendent agrees to provide such notification in writing within the period specified in Board policy.

False Statements and Misrepresentations: The Superintendent represents that any records or information provided in connection with his/her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, intentionally made, 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.

C. Duties. The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District as prescribed by law, Board policies, the job description and as may be lawfully assigned by the Board from time to time. The Superintendent shall comply with all lawful Board directives, policies, rules and regulations, and state and federal laws, as they exist or may hereinafter be amended or adopted during the term of this Contract. Except as provided in this Contract, the Superintendent agrees to devote his full time, energy and skill to the performance of these duties in a faithful, diligent, conscientious, and efficient manner. The Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall be the educational leader and chief executive officer of the District; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select personnel in accordance with Board policy; shall from time to time suggest regulations, rules and procedures deemed necessary for the efficient operation of the District; and in general perform all duties incident to the office of the Superintendent and such duties as may be lawfully assigned by the Board from time to time.

D. Reassignment. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District and cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

E. Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings with the exceptions noted above. Further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.

F. Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

3. PROFESSIONAL ACTIVITIES AND ORGANIZATIONS

The District encourages the Superintendent to attend, actively participate in, and/or join appropriate professional meetings and organizations, including civic and service organizations, at the local, state and national levels. The Superintendent shall give the Board prior notice of the professional meetings and organizations that the Superintendent desires to attend, actively participate in, and/or join. Unless the Board objects, the District shall pay reasonable expenses for such attendance, participation and/or joinder from funds budgeted for that purpose, including any membership dues and fees of the Superintendent. The Superintendent may hold offices or accept responsibilities in these professional and civic organizations, provided that such offices and/or responsibilities do not interfere with the performance of his duties as Superintendent. The Superintendent also may undertake writing, consulting, teaching and speaking engagements, subject to the Board's approval, and provided that these activities do not interfere with the performance of his duties as Superintendent. In addition to the Superintendent's attendance, participation and/or joinder in appropriate professional meetings and organizations, the Board shall pay the Superintendent membership dues in the various area Chambers of Commerce.

4. COMPENSATION

A. Salary. The Board shall pay the Superintendent an annual salary in the sum of THREE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00). Such salary shall be paid to Superintendent in equal installments in accordance with Board policy governing payment of salary to other professional staff members in the District. The Board shall have the right to review and adjust the salary of the Superintendent at any time during the term of this Contract, provided that no such adjustment shall reduce the annual salary herein except by mutual written agreement of the parties. Any such adjustments in salary made during the term of this Contract shall be the form of a written addendum, which shall become part of this Contract, or a new contract.

B. Leave Benefits. The Superintendent shall have the same leave benefits as authorized by Board policies for other 12-month administrative employees of the District. Further, the Superintendent shall be credited for accumulated sick leave and personal leave as provided in Board policies.

C. Vacation. The Superintendent may take ten (10) days of vacation annually, 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 accumulate and carry forward from year to year during the term of this Contract. The Superintendent may accumulate up to seventy (70) unused vacation days. At the sole option of the Superintendent, either at the end of each year of the term of this Contract, at retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation, up to a maximum of ten (10) days annually, at the Superintendent's daily rate of pay as of the payment date. The daily rate shall be calculated by dividing the sum of the annual compensation pursuant to sections 4(A) and 10(A) of this Contract by 226. 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, except that the Superintendent, at his discretion, may utilize any and all accrued but unused leave days to be taken in a single period or at different times during the term of this Contract.

D. Health Insurance. The District shall pay for any and all health insurance for the Superintendent at the same rate as is paid for all other twelve-month administrative employees of the District.

5. RESIDENCE

The Superintendent shall have until August 31, 2023 to establish a residence within the District. This date may be extended by mutual agreement of the Board and Superintendent. Thereafter, the Superintendent agrees to maintain his principal residence within the District, and to maintain such residence within the District continuously throughout the term of his employment as Superintendent.

6. CELL PHONE OR MOBILE COMMUNICATION DEVICE

The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to said mobile telephone account. The District shall provide the Superintendent with other technology devices for the Superintendent's professional and personal use, consistent with Board policy and District practices.

7. AUTOMOBILE

The District shall reimburse the Superintendent for the use of his automobile outside of the District on District business in accordance with Board policies.

8. INDEMNIFICATION/PROFESSIONAL LIABILITY

A. Indemnification:

(1) To the extent it may be permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the fullest extent permitted by law, except for internal investigations conducted by the District and expressly authorized by the Board. The District has no obligation to indemnify, defend, or hold the Superintendent harmless regarding any claims, demands, or other legal proceedings against the Superintendent if the Superintendent admits in writing or under oath, or is found by a Court of competent jurisdiction (i) to have

acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

(2) Except for internal investigations conducted by the District and expressly authorized by the Board, the District shall advance the attorney's fees, expenses and costs reasonably necessary to defend the Superintendent in any civil claims, demands, duties, actions or other legal proceedings against the Superintendent in which the Superintendent is alleged (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

(3) If the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct, then the Superintendent shall promptly reimburse the District all sums advanced by the District to defend the Superintendent in the court proceeding in which such admission or finding is made within one hundred and twenty (120) days or as agreed by the Board.

(4) In the case of any criminal proceeding arising out of the Superintendent's responsibilities as Superintendent or other actions against the District, the District shall advance the attorneys' fees, expenses and costs reasonably necessary to defend the Superintendent in any criminal claims, demands, duties, actions or legal proceedings against the Superintendent. If the Superintendent admits in writing or under oath or is found by a court of competent jurisdiction to have engaged in criminal conduct, then the Superintendent shall promptly reimburse the District all sums advanced by the District to defend the Superintendent in court within one hundred and twenty (120) days or as agreed by the Board.

(5) The District may fulfill its obligation by (i) purchasing appropriate insurance coverage for the benefit of the Superintendent, or (ii) including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District.

(6) No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation assumed by the District.

(7) If the Superintendent does not consent to being represented by the same counsel representing the District in any proceeding the District is obligated to defend under this Section 8A, then the Superintendent may elect to be represented in such proceeding by independent counsel. In such event, the District will pay the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Superintendent, subject to the provisions of this Section 8A.

(8) The provisions of this Section 8A shall survive the termination of this Contract.

B. 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. The District's obligations under this Section 8(B) of the Contract shall continue after termination of this Contract for a sufficient time to meet its obligations under section 8(A) for qualifying acts or failures to act occurring during the term of Superintendent's employment by the District.

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C. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse parties to each other in any such proceedings.

D. During the term of this Contract, 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.

E. After termination of this Contract, the Superintendent agrees to provide assistance to and cooperate with the District, its Board, Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, Board, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of the Superintendent's employment with the District, at no additional expense to the District other than reimbursement to the Superintendent for his/her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of taking time off from his/her then current employment to assist the District at its request. If the Superintendent is not employed at the time, the District shall compensate the Superintendent at mutually agreeable rate. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance.

9. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination at the District's expense, not to exceed TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per year, during the term of this Contract, including such tests and evaluations that the physician in charge of such examination determines are needed. The physician in charge of such an examination shall provide a confidential written statement at the conclusion of each such annual examination in a form acceptable to the Board certifying that the Superintendent is physically able to perform his duties under the Contract. This statement shall be filed with the President of the Board and shall be maintained as a confidential medical record to the extent permitted by law.

10. RETIREMENT BENEFITS

A. District Service Retirement Plan.

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") 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 but shall not be limited by Internal Revenue Code (IRC) §401(a)(17)(A). In other words, for purposes of calculating the amount of supplemental salary under this section, the supplemental salary shall be calculated as if the Superintendent entered the TRS System prior to September 1, 1996. 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.

B. Supplemental Retirement Plan—Employer Paid.

Beginning on or before December 31, 2023, and on or before each December 31st thereafter during the Term, including any extensions thereof, the District shall contribute to the Supplemental Retirement Plan an amount equal to 15.4% of the contribution limit for employer contributions to a 403(b) plan and a 401(a) plan under Section 415(c) of the Internal Revenue Code (the "Code"), as defined by the IRS for calendar year 2023, less the maximum voluntary salary reduction contributions permitted by the Internal Revenue Code (the "Code") for a 403(b) plan for the year 2023. If the Contract is terminated for any reason prior to December 31st of a year in which the contribution under this section has not been made, the District shall make the contribution on or before the date of termination.

The Supplemental Retirement Plan shall consist of an employer paid 403(b) plan, a 457(b) deferred compensation plan and a 401(a) defined contribution plan. Any payments to the Supplemental Retirement Plan as provided in this section shall be made as employer paid non-elective contributions to the plans unless such payments exceed the limits under the Code, as described herein. Contributions to the Supplemental Retirement Plan shall first be made to a Board paid plan established under Section 403(b) of the Code. To the extent that such contribution exceeds the employer paid contribution limit under the Code for a 403(b) plan, the remaining contribution shall be made to a defined contribution plan established under Section 401(a) of the Code.

Each plan shall provide that the contributions made to the plan and all earnings thereon shall at all times be fully vested in the Superintendent. Each of these plans shall be established under a written plan document that meets the requirements of the Internal Revenue Code (the "Code") and such documents are hereby incorporated herein by reference. The funds for the plans shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan and such investment vehicles shall be chosen solely by the Superintendent.

11. PERFORMANCE GOALS/EVALUATION FORMAT AND PROCEDURES

A. Development of Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. 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.

B. 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 Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

C. Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and 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.

D. Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. 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.

12. 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 under and pursuant to applicable Texas law.

13. 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.

14. SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific provision of the Contract violates or is unenforceable under federal or state law, the remainder of the Contract shall not be affected by such a ruling and shall remain in full force and effect.

15. CONTROLLING LAW.

This Contract shall be governed by the laws of the state of Texas and it shall be performable in Bexar, Bandera and Medina Counties, Texas unless otherwise provided by law. Venue for any dispute concerning the interpretation and/or enforcement of this Contract shall be in Bexar County, Texas.

16. COMPLETE AGREEMENT AND AMENDMENT.

This Contract embodies the entire understanding and agreement of the parties, and supersedes all other agreements and understandings, both written and oral. Any additions, deletions, or modifications to the terms and conditions of this Contract, including but not limited to changes in the term of the Contract or the annual base salary of the Superintendent, shall be made only by written amendment signed by both parties, or by the execution of a new contract.

17. 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.

18. 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, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

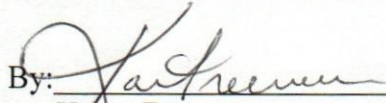
19. PARAGRAPH HEADINGS.

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.

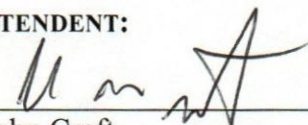
[signatures to follow]

IN WITNESS WHEREOF, the Board has caused this Contract to be approved on its behalf by its duly authorized President and the Superintendent has approved this Contract, effective on the day and year specified in section 1 above.

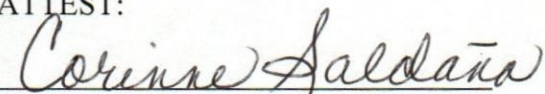
NORTHSIDE INDEPENDENT SCHOOL DISTRICT:

By: 
Karen Freeman
President, Board of Trustees
Date: 3/21/2023

SUPERINTENDENT:


Dr. John Craft
Date: 3/21/23

ATTEST:


Corinne Saldana
Secretary, Board of Trustees
Date: 3/21/23