SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 22nd day of January, 2019, by and between the Board of Trustees (the "Board") of the GARLAND INDEPENDENT SCHOOL DISTRICT (the "District") and DR. RICARDO LOPEZ (the "Superintendent").

W I T N E S E T H:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

1.1 **Term.** 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 commencing on January 1, 2019, and ending on December 31, 2022. The District may, by action of the Board, and with the consent and approval 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 chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by 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. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the

further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 **Professional Certification**. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law.

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

2.4 **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, or when the Board and Superintendent mutually agree. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

2.5 **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.

2.6 **Indemnification**. To the extent permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as Superintendent of the District, 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 as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, 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 act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under

an insurance contract, held either by the District or by Superintendent. The District's obligation to indemnify does not apply to criminal investigations or criminal proceedings. 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.

During the Term of this Contract, the Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. Contingent on the Superintendent's providing such full cooperation, the District shall reimburse the Superintendent's reasonable, related expenses, including travel and lodging expenses.

After this Contract has been terminated, the Superintendent agrees to reasonably cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. The District shall reimburse Superintendent for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Superintendent by virtue of his taking time off from his then current employment to assist the District at its request. If the Superintendent is not employed, the District shall compensate him at his daily rate. Requests for assistance from 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 Superintendent shall be mutually agreed upon in advance.

III. Compensation

3.1 **Salary**. The District shall provide the Superintendent with an annual salary in the sum of THREE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED AND TWENTY-FIVE and NO/100 Dollars ($319,725.00), which shall be automatically increased each year by an amount equal to the greater of the highest percentage raise given to the Superintendent's Executive Cabinet or a percentage mutually agreeable to the Board and the Superintendent. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 **Salary Adjustments**. At any time during the term of this Contract, 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 Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best

efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 **Vacation, Non-Contract Hours, Legal Holidays, and Personal Leave.** In accordance with District Board Policies and procedures, the Superintendent will be entitled to earn and use the following leave benefits as provided to employees on two hundred twenty-six (226) day administrator contracts ("226 Day Administrators"): non-contract hours designated each school year of the term of this Contract ("Non-Contract Hours"); leave for legal holidays; and personal leave (state and/or local days) ("Personal Leave").

In addition to Non-Contract Hours, leave for legal holidays, and Personal Leave, the Superintendent may take, at the Superintendent's choice, twenty (20) days of vacation annually ("Vacation Days"), the days to be taken in a single period or at different times. 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. Vacation Days earned under this provision are required to be used from January 1st to December 31st of each year during the term of this Contract. Vacation Days earned under this paragraph 3.3 may be used after they are earned and will not accrue and/or "roll over" to the next year of the term of this Contract. All Vacation Days taken under this provision shall be entered and submitted by the Superintendent in accordance with District Board policies and procedures. On or before January 1st of each year under this Contract, the Superintendent shall receive a lump sum payment for accrued but unused Vacation Days remaining on December 31st of the year in which the days are earned if the Superintendent is remaining employed with the District, is retiring, or on the date of termination if either party is terminating the Contract, voluntarily or involuntarily. Payment under this paragraph 3.3 will be paid on a pro-rated basis for days earned and not used by December 31st or on the date of termination of employment. Pro-rated payment of Vacation Days as outlined in this paragraph 3.3 will be calculated by determining the Superintendent's daily rate of pay as of the payment date (dividing the Superintendent's salary in Section 3.1 by 226 days, then multiplied by the number of Vacation Days earned and remaining unused). In no event shall any lump sum payment exceed the pro-rated number of days earned and unused prior to December 31st, calculated as outlined in this paragraph 3.1. Any accrued but unused Vacation Days existing prior to January 1, 2019 must be taken no later than January 31, 2019, after which time the District will pay the Superintendent for any remaining days from this time period within fourteen (14) business days from the date of execution of this Contract.

3.4 **Insurance. Insurance – Health.** The District shall pay the same premiums for hospitalization/major medical/health insurance, including dental and vision insurance, coverage for the Superintendent as for other administrative employees, pursuant to the group health plan provided by the District for its administrative employees.

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 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 District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to two (2) associations: the American Association of School Administrators and the Texas Association of School Administrators. The District shall pay for other memberships necessary to maintain and improve the Superintendent's professional skills, as approved by the Board. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

3.6 **Civic Activities.** The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

3.7 **Outside Consultant Activities.** Pursuant to Texas Education Code Section 11.201, the Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's duties and professional responsibilities to the District. Specifically, the Superintendent may not receive any financial benefit for personal services performed for any business entity that conducts or solicits business with the District. Any financial benefit received by the Superintendent for performing personal 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. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

3.8 **Expenses.** The District 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 actual and incidental costs incurred by the Superintendent for travel. 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 comply with all procedures and documentation requirements in accordance with Board policies.

3.9 **Supplemental Retirement Plan Contribution**. The Superintendent will receive a supplemental retirement plan ("Supplemental Retirement Plan") payment to recognize longevity and encourage continuity of leadership in the District. Payment to the Supplemental Retirement Plan annuity will only be made if Dr. Lopez is employed on December 31st of each year under this Contract, as outlined in the payment schedule in this paragraph 3.9.

Each year on or before December 31st during the term of this Contract, the District shall make an annual contribution for the Superintendent to a Supplemental Retirement Plan as follows:

a. On or before June 30, 2019, the District shall contribute $15,000.00 to the Retirement Plan;
b. On or before December 31, 2019, the District shall contribute $25,000.00 to the Retirement Plan;
c. On or before December 31, 2020, the District shall contribute $ 35,000.00 to the Retirement Plan;
d. On or before December 31, 2021, the District shall contribute $45,000.00 to the Retirement Plan; and
e. On or before December 31, 2022, the District shall contribute $55,000.00 to the Retirement Plan.
f. In the event this Contract is extended to a term beyond December 31, 2022, on December 31, 2023, and on each December 31st thereafter during the term or any extended term of this Contract, the District shall contribute $55,000.00 to the Retirement Plan.

The Supplemental Retirement Plan will be a plan established under Section 403(b) of the Internal Revenue Code (the "Code"), a plan established under Section 457(b) of the Code, and/or a plan established under Section 401(a) of the Code (collectively the "Plans"). To the extent any one of the Plans does not currently exist, the District will establish the Plans under the referenced section of the Code by signing an interlocal agreement under Texas law to establish such a plan under the Teacher/Employee Recruitment and Retention Program with Education Service Center Region 10, authorizing appropriate administrator(s) of the District to sign any other documents needed to establish the Plans and fund the contributions to the Plans, as specified above. The District and Superintendent agree to execute any and all forms, documents and/or elections necessary to implement the contributions to the Plans as provided herein. The District and Superintendent acknowledge the Plans shall be non-elective, and the Superintendent shall not have any right to receive contributions specified herein in cash.

The Plans shall each be established under a written plan document that meets the requirements of the code and such documents are hereby incorporated herein by reference. The funds for the Plans shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to (1) the service providers for the Supplemental Retirement Plan, within the provisions of the laws of the State of Texas; and (2) how the funds in the Supplemental Retirement Plan are invested.

The Superintendent shall be 100% vested in all funds in his account under the Supplemental Retirement Plan on deposit as of July 1, 2019, in accordance with this Contract. The Superintendent will vest in all funds deposited in the Supplemental Retirement Plan after July 1, 2019, in accordance with section 3.9, according to the following vesting schedule:

a. Twenty-Five Percent (25%), on December 31, 2019;
b. Fifty Percent (50%) on December 31, 2020;
c. Seventy-Five Percent (75%) on December 31, 2021; and
d. One Hundred Percent (100%) on December 31, 2022.

Contributions by the District shall first be made to the Section 403(b) plan, up to the contribution limit under the Code. Contributions by the District shall next be made to the Section 457(b) plan, up to the contribution limit under the Code. Finally, contributions will next be made to the 401(a) plan, up to the contribution limit under the Code. Any contributions by the District that exceed all contribution limits for the Supplemental Retirement Plan shall be carried forward to the next calendar year and shall then be made to the Supplemental Retirement Plan in the order specified herein.

3.10 **Mobile Telephone – Allowance.** The District shall provide the Superintendent with a mobile telephone allowance in the sum of One Hundred and No/100 Dollars ($100.00) per month. 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 other than the monthly payment to the Superintendent of the mobile telephone allowance stated herein.

3.11 **Insurance – Life.** The District shall pay the annual premium toward the purchase of a term life insurance policy or similar life insurance policy having an aggregate face amount of One Million and No/100 Dollars ($1,000,000.00). All life insurance policies provided hereunder shall be owned by the Superintendent on the life of the Superintendent, with the Superintendent having the sole right to determine the beneficiary(ies) under each of the life insurance policies.

3.12 **Laptop Computer.** The District shall provide a laptop computer for the Superintendent's business and personal use, at the sole cost and expense of the District. The Superintendent may, in the Superintendent's discretion, purchase a new replacement

laptop computer at the District's expense every two years during the term of this Contract for the advantages offered by the then current laptop computer technology.

3.13 **Texas Teacher Retirement System.** As supplemental salary, the District shall pay an amount equal to the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System (both retirement and TRS Care portions) in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent. This additional salary supplement for services rendered as Superintendent shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

3.14 **Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG and other procedures as deemed appropriate by the licensed physician. The health care professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the essential functions of the job. These reports will be maintained as confidential medical records to the extent permitted by law. The District shall pay all costs of the examination.

3.15 **Automobile – Allowance.** The Board shall provide the Superintendent with an automobile allowance for in District travel in the sum of Seven Hundred and No/100 Dollars ($700.00) per month. In addition to the allowance provided herein, the Board shall reimburse the Superintendent for out of District travel incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract.

3.16 **Cost of Living**. As supplemental salary, the District shall pay the Superintendent an annual amount in the sum of Sixteen Thousand and No/100 Dollars ($16,000.00). This additional salary supplement for services rendered as Superintendent shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

IV. Annual Performance Goals

4.1 **Development of Goals**. The Superintendent shall submit to the Board a preliminary list of goals for the District and Superintendent 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

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 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.

5.2 **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.

5.3 **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, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VI. Extension or Nonrenewal of Employment Contract

6.1 **Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

VII. Termination of Employment Contract

7.1 **Mutual Agreement.** This Contract 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.

7.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

(a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
(b) 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 incompetency or inefficiency, which is capable of remediation;
(c) Insubordination or failure to comply with lawful written Board directives;
(d) Failure to comply with the Board's policies or the District's administrative regulations;
(e) Neglect of duties;
(f) Drunkenness or excessive use of alcoholic beverages;
(g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
(h) Conviction of a felony or crime involving moral turpitude;
(i) Failure to meet the District's standards of professional conduct including, but not limited to the standards outlined in Board Policies DH (LEGAL), DH (LOCAL) and DH (EXHIBIT);
(j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
(k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
(l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
(m) Assault on an employee or student;
(n) Knowingly falsifying records or documents related to the District's activities;
(o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
(p) Failure to fulfill requirements for superintendent certification; or,
(q) Any other reason constituting "good cause" under Texas law.

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

7.5 **Resignation of Superintendent**. 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 year. The Superintendent may resign with the consent of the Board at any other time.

VIII. Miscellaneous

8.1 **Controlling Law**. This Contract shall be governed by the laws of the State of Texas and shall be performable in Dallas County, Texas, unless otherwise provided by law.

8.2 **Complete Agreement**. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein. The Parties agree that each Party has relied on its own judgment in executing this Agreement and that it has not relied on the statements and representations of the other Party. Each Party acknowledges and represents that they are knowledgeable in the business matters that are the subject of this Contract.

8.3 **Conflicts**. In the event of a breach of this Agreement, the Parties shall have all remedies available at law or in equity. 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.

8.4 **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 thereof, and this Contract 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 Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

8.5 **Costs and Attorneys' Fees.** Each Party shall bear his or its own costs and attorneys' fees in connection with this Contract. Each Party agrees that it was represented by legal counsel or that it voluntarily chose not to seek legal counsel.

8.6 **Construction of Terms/Headings.** This Contract shall be deemed drafted equally by all Parties hereto. The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Contract are for the convenience of the Parties and are not intended to be used in construing this document.

8.7 **Acknowledgments.** The Parties further acknowledge that they have carefully read this Contract, that they have consulted with their attorneys prior to executing this Contract, that

they have had an opportunity for review of it by their attorneys, that they fully understand its final and binding effect, that the only promises made to them to sign this Contract are those stated above and that they are signing this Contract voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute this Contract. The Parties agree that an electronic signature is the legally binding equivalent to a handwritten signature, and has the same validity and meaning as a handwritten signature.

GARLAND INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:

By: _____
Secretary, Board of Trustees

Executed this 22nd day of January, 2019.

SUPERINTENDENT

By: _____
Dr. Ricardo Lopez

Executed this 22nd day of January, 2019.