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 4th day of November, 2017, 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 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 of three (3) years and eight (8) months, commencing on January 1, 2018, and ending on August 31, 2021. 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 FIFTEEN THOUSAND and NO/100 Dollars ($315,000.00), 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, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, fourteen (14) 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. At the sole option of the Superintendent, either at the end of each year of the term of this Contract (up to an annual maximum of 14 vacation days), 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, state and/or local leave days at the Superintendent's daily rate of pay as of the payment date, calculated by dividing the salary in Section 3.1 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.

3.4 **Insurance. Insurance – Health.** The District shall pay the same premiums for hospitalization/major medical/health 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**. Each year on or before June 30 during the term of this Contract, the District agrees to make an annual contribution in the amount of $15,000.00 for the Superintendent to a Supplemental Retirement Plan (the "Retirement Plan"), as defined herein. The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code") and/or a plant established under Section 457(b) of the Code. The 403(b) plan shall be established as an employer-paid plan with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan and/or the 457(b) plan 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 403(b) plan and/or 457(b) plan 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 at all times be 100% vested in his account under the Supplemental Retirement Plan. Contributions by the District shall by first 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. 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 **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.

3.11 **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.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **Cost of Living.** As supplemental compensation, the District shall pay the Superintendent an annual amount in the sum of Sixteen Thousand and No/100 Dollars ($16,000.00). This additional compensation 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 4th day of November, 2017.

SUPERINTENDENT

By:_____
Dr. Ricardo Lopez

Executed this 4th day of November, 2017.

GARLAND INDEPENDENT SCHOOL DISTRICT
MOVING AND RELOCATION EXPENSES AND CONSULTING AGREEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This Moving and Relocation Expenses and Consulting Agreement (the "Agreement") is entered into on the 4th day of November 2017, by and between the BOARD OF TRUSTEES (the "Board") of the GARLAND INDEPENDENT SCHOOL DISTRICT (the "District") and DR. RICARDO LOPEZ (the "Superintendent").

The Board and the Superintendent, for in and consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code and the general laws of the State of Texas, do hereby agree as follows:

Section 1. The Board has employed the Superintendent, and the Superintendent has accepted employment as Superintendent of Schools for the District for a term commencing on January 1, 2018 and ending on August 31, 2021.

Section 2. In connection with the Superintendent's necessary relocation to the District, the District shall reimburse the Superintendent all reasonable and necessary expenses associated with the Superintendent's relocation, including expenses for moving his furniture and belongings from his current residence to the District, and expenses for travel to and from the Superintendent's current residence and the District to locate and secure housing in the District, including expenses for mileage, hotels, meals and incidentals, as outlined herein. The Superintendent shall obtain at least three (3) estimates of moving expenses for his furniture and belongings from recognized national moving companies and the District shall pay the middle of the three estimates. The Superintendent shall provide all receipts and other documentation requested by the District to support the reimbursement of reasonable and necessary relocation expenses. The Superintendent shall be responsible for and shall pay any taxes due on this reimbursement of reasonable and necessary expenses as well as the taxes due on the reimbursements discussed in Section 4.

Section 3. The reimbursements of reasonable and necessary expenses associated with the Superintendent's necessary relocation from his current residence to the District discussed in Sections 2 and 4 shall not become a part of the Contract of Employment between the Board and the Superintendent. The Superintendent does not have a property interest or liberty interest, or any other legally recognized and protected interest or expectation, in such reimbursement being made again at any time in the future during his employment as Superintendent.

Section 4. In addition to the reimbursement of reasonable and necessary relocation expenses, the District shall pay the Superintendent Three Thousand Dollars ($3,000.00) per month until he obtains a residence in the District or for up to three (3) consecutive months, whichever occurs

sooner, beginning on January 1, 2018, to assist the Superintendent with the cost of temporary housing/meals in the District while the Superintendent locates and moves to a residence in the District from his current residence. The Board shall also reimburse the Superintendent or, at the request of the Superintendent, pay the applicable vendor directly for the reasonable and actual costs of storage of furniture, household goods, and personal effects during the period of reimbursable occupancy of such temporary housing, or for up to six (6) consecutive months beginning on November 15, 2017, whichever occurs first. Such reimbursement, if applicable, shall be made in a timely manner upon presentation of invoices and other receipts in a form acceptable to the Board, or the Board may pay these expenses directly.

Section 5. The Superintendent is granted five (5) additional non-duty days to attend to relocating from his current residence to the District. These additional non-duty days may be used between January 1, 2018 and June 30, 2018. If these additional non-duty days are not used by June 30, 2018, they shall be lost and shall not accrue and carry forward.

Section 6. The Board and Superintendent agree that prior to January 1, 2018, the Superintendent will provide consulting services to the District. For each day the Superintendent works as a consultant, the District shall pay the Superintendent One Thousand Three Hundred Ninety-Three and 81/100 Dollars ($1,393.81). Further, the District will pay or reimburse the Superintendent for reasonable and necessary costs incurred by the Superintendent for travel to the District, lodging and meals while performing these consulting duties.

Section 7. Controlling Law. This Agreement shall be governed by the laws of the State of Texas and shall be performable in Dallas County, Texas, unless otherwise provided by law.

Section 8. Complete Agreement. This Agreement 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 Agreement.

Section 9. 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 Agreement 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 Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Agreement.

Section 10. 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 contracts, both verbal and written, between the parties hereto regarding the District's reimbursement of reasonable and necessary expenses associated with the Superintendent's necessary relocation from his current residence to the District and with respect to the Superintendent's consulting services for the District have been superseded by this Agreement, and this Agreement constitutes the entire agreement between the parties unless amended pursuant to the terms of this Agreement.

Section 11. Costs and Attorneys' Fees. Each Party shall bear his or its own costs and attorneys' fees in connection with the Agreement. Each Party agrees that it was represented by legal counsel or that it voluntarily chose not to seek legal counsel.

Section 12. Construction of Terms/Headings. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement 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 Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

Section 13. Acknowledgments. The Parties further acknowledge that they have carefully read this Agreement, that they have consulted with their attorneys prior to executing this Agreement, 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 Agreement are those stated above and that they are signing this Agreement voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute this Agreement. 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.

This Agreement is governed by the laws of the State of Texas and it shall be performable in Dallas County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation or enforcement of this Agreement shall by in Dallas County, Texas, unless venue is required elsewhere by Texas law.

Section 8. This written Agreement contains and constitutes the entire understanding and agreement between the Board and the Superintendent with respect to the District's reimbursement of reasonable and necessary expenses associated with the Superintendent's necessary relocation from his current residence to the District and with respect to the Superintendent's consulting services for the District, and it supersedes any previous negotiations, discussions, agreements, understandings, or written communications with respect to its subject matter.

EXECUTED AND AGREED TO in duplicate originals this 4th day of November, 2017.

GARLAND INDEPENDENT
SCHOOL DISTRICT

By: _____
Larry H. Glick, President
Board of Trustees

ATTEST:

By: _____
Johnny Beach, Secretary
Board of Trustees

SUPERINTENDENT OF SCHOOLS

_____
Dr. Ricardo Lopez