

**STATE OF TEXAS
COUNTY OF MONTGOMERY**

SUPERINTENDENT OF SCHOOLS EMPLOYMENT AGREEMENT

THIS SUPERINTENDENT OF SCHOOLS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the Board of Trustees (the "Board") of Montgomery Independent School District (the "District") and Dr. Mark Ruffin (the "Superintendent").

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, Texas Education Code, have agreed, and do hereby agree, as follows:

1. The Board agrees to employ the Superintendent on a twelve-month basis for three years beginning January 1, 2024, and ending December 31, 2026. This agreement shall extend automatically for one (1) year without the necessity of formal action by the Board, on January 1, 2025, and on each January 1st thereafter during the term of this Agreement or any extension thereof, provided that the Superintendent received a performance rating of at least satisfactory on his most recent evaluation by the Board.
2. This Agreement is conditioned on the Superintendent providing the necessary certification and experience records, medical records, and other records required for the District personnel files or payroll purposes according to district policy, State Board for Educator Certification rules, Texas Education Agency rules, and any other rules or laws. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, District policy, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, diligence, and expertise and in a thorough, prompt, and efficient manner. The Superintendent shall comply with all Board directives, state and federal law and rules, District policy, regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement or disagreements involving this Agreement.
4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties.
5. The Superintendent shall attend all meetings of the Board, both open to the public and closed. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation and from those closed meetings devoted to interpersonal relationships between individual Board Members.
6. Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by employees or members of the

public. The Superintendent shall look into the matter and direct a complainant to the appropriate policy for resolution of the complaint. When the matter is a substantive criticism or suggestion, the Superintendent shall investigate and make a report to the Board for its consideration.

7. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - a. **SALARY:** The District shall provide the Superintendent with an annual salary in the sum of TWO HUNDRED SIXTY-THREE THOUSAND DOLLARS (\$263,000.00). This annual salary shall be paid to the Superintendent in installments, consistent with Board policy.
 - b. The parties intend and contemplate that the salary set forth in Paragraph 7(a) will not be considered for change prior to July 2025, provided that at any time during the term of this Agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent but in no event shall the Superintendent be paid less than the salary set forth in Paragraph 7(a) of this Agreement unless the Superintendent and Board agree otherwise in writing.
 - c. **BUSINESS EXPENSES:** The District shall pay or reimburse the Superintendent for reasonable and necessary business expenses incurred by the Superintendent, and only the Superintendent, in the performance of his duties under this Agreement. These expenses may include but are not limited to: (1) airline tickets, hotels and accommodations, meals, rental car, gasoline costs, and other expenses incurred in performance of his duties for out-of-district travel, (2) the reasonable cost of meals and incidental expenses associated with the Superintendent's work with staff members, Board members, community patrons, or other persons related to the performance of his duties as Superintendent. In seeking reimbursement, the Superintendent shall comply with all documentation requirements set forth in District policies and procedures. The Board retains the authority to disallow any reimbursement request that it reasonably believes falls outside the scope of the Superintendent's duties. The Superintendent specifically will not be reimbursed for local mileage or transportation expenses, "local" being defined as within Montgomery County. The Superintendent shall provide written notice to the Board President prior to any travel outside of the District for District business purposes.
 - d. **BENEFITS:** The Superintendent shall be entitled to regular District benefits, as are approved by Board policy for twelve-month administrative personnel, including medical insurance.
 - e. **VACATION, NONDUTY DAYS AND HOLIDAYS:** The Superintendent may take, at his choice with notice to the Board President, up to twenty (20) vacation days each year of this Agreement. The Superintendent shall take vacation days at a time or times that will least interfere with the performance of the Superintendent's duties. The Superintendent shall also observe the same legal and nonduty days as those observed

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3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, District policy, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, diligence, and expertise and in a thorough, prompt, and efficient manner. The Superintendent shall comply with all Board directives, state and federal law and rules, District policy, regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement or disagreements involving this Agreement.
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shall be reported as “creditable compensation” by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent’s employment terminates.

- j. The District shall provide the Superintendent with a personal cellular telephone and/or personal digital assistant (PDA) with nationwide coverage, a laptop and a printer, and a wireless router, which he may use for his business and personal purposes, provided that any personal use of such equipment shall not interfere with its business use, and further provided that the Superintendent shall not use such equipment for any personal purposes that are inconsistent with or prohibited by District policies, regulations or Board directives, or by state or federal law, for use of property owned by the District.
8. During the term of this Agreement, 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 professional responsibilities to the District, provided that such Consulting Services are approved by the Board on a case-by-case basis at an open meeting in accordance with the Texas Education Code, Section 11.201(e). The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. The Superintendent will not engage in any consulting activities for a fee, or in any outside employment without the prior consent of the Board. The Superintendent will comply with all state laws, District policies, rules and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Agreement. If the Superintendent receives any fee or compensation for such Consulting Services, other than reimbursement of expenses, he shall donate such fee or compensation to the Montgomery ISD Education Foundation.
 9. The Superintendent cannot be reassigned from the position of Superintendent to another position nor have his duties substantially changed without the Superintendent's consent.
 10. No later than April 1, 2024, the Superintendent shall establish his primary residence within the geographic boundaries of the District and shall maintain such primary residence within the District at all times during the term of this Agreement or any extension thereof.
 11. The Board shall evaluate the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state and federal law.
 12. The Board may dismiss the Superintendent during the term of this Agreement or any extension thereof 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 Agreement;
 - (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

by other administrative employees at the District. The Superintendent may accumulate and carry over from year to year any unused vacation days, up to a total amount of the number of days that other administrative employees are authorized to accumulate, as such limit currently exists, or as it may be established by the District during the term on this Agreement of any extension thereof.

- f. **SICK AND PERSONNEL LEAVE:** The Superintendent shall have the same sick and personal leave benefits as authorized by District policy for administrative employees.
- g. **PROFESSIONAL AND CIVIC ORGANIZATIONS:** The Superintendent may attend and participate in appropriate meetings of professional and civic organizations at the state, local, and national levels. The District will pay the dues and expenses for professional and civic organizations from funds budgeted for that purpose and with prior notice to the Board President. The Superintendent may hold offices or accept responsibilities in these organizations. The Superintendent shall provide written notice to the Board President prior to any travel outside of the District for meetings of any professional or civic organizations.
- h. 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 Agreement, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. 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.
- i. For each year during the term of this Agreement, including any extensions thereof, the District shall add to the salary of the Superintendent the amount of ONE THOUSAND ONE HUNDRED FIFTY and NO/100 DOLLARS (\$1,150.00). This total annual amount shall be divided into equal portions and a portion shall be paid for each payroll period as a monthly salary deferral contribution, at the election of the Superintendent to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code ("Additional Salary"). In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Section 403(b), 403(b)(7), and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall always be 100% vested in his account under the 403(b) and/or 457(b). The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and

reasonable accommodation. This statement shall be filed with the President of the Board and shall be maintained as a confidential personnel record.

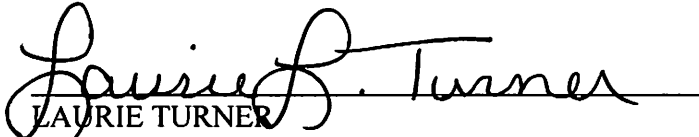
19. To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as a 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, with conscious indifference or reckless disregard; 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 selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and by 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 Paragraph 19 exceeds the authority provided and the limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Paragraph 19 shall survive the termination of this Agreement.
20. 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 employment of the Superintendent have been superseded by this Agreement, and this Agreement constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.
21. This Agreement shall be governed by the laws of the state of Texas, and venue for any disputes arising under this Agreement shall be in Montgomery County, Texas.

EXECUTED in the County of Montgomery and State of Texas, this 19th day of December 2023, pursuant to action of the Board of Trustees at a meeting held on December 19, 2023.

- justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (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;
 - (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.

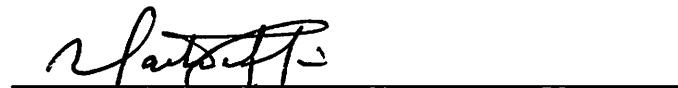
13. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
14. The Superintendent and Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
15. Renewal or non-renewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board Policy.
16. At any time during the Agreement term, the Board may, in its discretion, reissue the Agreement for an extended term. Failure to reissue the Agreement for an extended term shall not constitute non-renewal under Board policy.
17. The Board has not adapted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the Agreement term.
18. The Superintendent agrees to have a comprehensive medical examination, at District expense (not to exceed \$1,000.00 per year), by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement certifying that the Superintendent is physically able to perform essential job functions with or without

MONTGOMERY INDEPENDENT SCHOOL DISTRICT


LAURIE TURNER
President, Board of Trustees

ATTEST:


LINDA PORTEN
Board Secretary


DR. MARK RUFFIN
MISD Superintendent