

SUPERINTENDENT EMPLOYMENT CONTRACT  
BETWEEN  
NORTHSIDE INDEPENDENT SCHOOL DISTRICT  
AND  
JOHN M. FOLKS

This Employment Contract (Contract) is made and entered into this 24th day of June, 2008, by and between the Board of Trustees (hereinafter referred to as Board) of the Northside Independent School District (hereinafter referred to as District) and John M. Folks (hereinafter referred to as Superintendent).

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

**1. TERM**

The Board, by and on behalf of the District, hereby employs and Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2008 and ending June 30, 2011. The Board may consider the extension of this Contract each year following its annual evaluation and assessment of the Superintendent's performance, or at any other time determined by the Board. However, there is no requirement or duty for the Board to extend this Contract.

**2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES**

**A. Certification.** The Superintendent shall maintain at all times during the term of this Contract valid and appropriate certification or permits to act as a Superintendent of Schools in the state of Texas as prescribed by the laws of the state of Texas and the rules and regulations

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

**B. Duties.** The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District as prescribed by law, Board policies, the job description and as may be assigned by the Board from time to time. The Superintendent shall comply with all Board directives, policies, rules and regulations, and state and federal laws, as they exist or may hereinafter be amended or adopted during the term of this Contract. Except as provided in this Contract, the Superintendent agrees to devote his full time, energy and skill to the performance of these duties in a faithful, diligent, conscientious, and efficient manner.

The Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the District; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select personnel in accordance with Board policy; shall from time to time suggest regulations, rules and procedures deemed necessary for the efficient operation of the District; and in general perform all duties incident to the office of

the Superintendent and such duties as may be assigned by the Board from time to time.

Moreover, all duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent.

**C. Reassignment.** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District, and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.

### **3. PROFESSIONAL ACTIVITIES AND ORGANIZATIONS**

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

shall pay the Superintendent membership dues in the San Antonio Greater Chamber of Commerce, the North Chamber of Commerce, and the Hispanic Chamber of Commerce.

#### **4. COMPENSATION**

**A. Salary.** The Board shall pay the Superintendent an annual salary in the sum of two hundred sixty-two thousand ninety-three and no/100 dollars (\$262,093.00). Such salary shall be paid to Superintendent in equal installments in accordance with Board policy governing payment of salary to other professional staff members in the District. The Board shall have the right to review and adjust the salary of the Superintendent at any time during the term of this Contract, provided that no such adjustment shall reduce the annual salary herein except by mutual written agreement of the parties. Any such adjustments in salary made during the term of this Contract shall be the form of a written addendum, which shall become part of this Contract, or a new contract.

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

**C. Vacation.** The Superintendent will be entitled to and is encouraged to take advantage of all approved school holidays and ten (10) days vacation per year. The Superintendent may accumulate up to sixty (60) unused vacation days. At the time of termination of this Contract, the Superintendent is entitled to be paid at his then daily rate of pay for any accumulated unused vacation days up to a maximum of sixty (60) days.