

AMENDED, RESTATED, AND CONFORMED
SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AMENDED, RESTATED, AND CONFORMED SUPERINTENDENT'S EMPLOYMENT CONTRACT ("***Contract***") is by and between the Board of Trustees (the "***Board***") of the Tomball Independent School District (the "***District***") and Dr. Martha Salazar-Zamora (the "***Superintendent***").

WITNESSETH:

WHEREAS, at the meeting of the Board on March 7, 2017, the Board, acting on behalf of the District, offered Dr. Martha Salazar-Zamora employment as Superintendent of Schools for the District; and

WHEREAS, Dr. Martha Salazar-Zamora has accepted the Board's offer of employment as Superintendent of Schools for the District;

WHEREAS, the District and the Superintendent have, from time to time, agreed to amendments to this Contract, with the most recent amendments occurring as of August 12, 2025;

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

I. Term

1.1 Term of Contract. The Board, by and on behalf of the District, amends this contract to employ the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District, for a term of five (5) years, commencing on July 1, 2025 and ending on June 30, 2030.

1.2 Term Extension. On or about July of each year of this Contract, and any extension thereof, the Board will review the Superintendent's performance, and the District may, by action of the Board, and with the agreement of the Superintendent, extend the term of this Contract in the manner herein provided in this Section 1.2. Such extension, if any, shall be in the form of a written addendum or amendment to this Contract, or a new contract. The Superintendent does not have any legal entitlement to, expectation of, or property interest in any such extension.

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 policies, rules, and regulations as they exist or may hereafter be adopted or 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. The Superintendent shall employ all other

personnel consistent with the Board's policies and direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. The Superintendent shall organize, reorganize, and arrange the staff of the District, and develop and establish administrative regulations, rules, and procedures that 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. The Superintendent shall have the authority 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 to be effective. The Superintendent shall perform all duties of the Superintendent 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 Certification. The Superintendent shall at all times during the term of this Contract hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency, plus any other certificates required by law. This includes provisional certification.

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

2.4 Board. The Superintendent or the Superintendent's designee shall attend all meetings of the Board, both public and closed, with the exception of closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, the Superintendent's salary or benefits, or the Superintendent's evaluation. The Superintendent or designee may also be excluded from any board meeting when the subject is related to conflicts or interpersonal relationships between individual Board members.

2.5 Criticisms, Complaints, Etc. 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 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 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 or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings, nor to any investigations or proceedings in which the District and the Superintendent are adverse to each other; 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 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 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.

2.6.1 During the term or any extended term of this Contract, the Superintendent shall cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District.

2.6.2 After termination of this Contract, the Superintendent agrees to provide reasonable assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of Superintendent's employment with the District, at no additional expense to the District other than reimbursement to Superintendent for documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Superintendent by virtue of taking time off from then current employment to assist the District at its request. If Superintendent is not employed at the time, the District shall compensate Superintendent at Superintendent's daily rate of pay, calculated by dividing the base salary (section 3.1.1) under the most current Contract by 226. 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.

2.6.3 Except as expressly set forth herein, both the District's obligation and the Superintendent's obligation under this Section 2.6 shall survive the termination of this contract.

III. Salary and Benefits

3.1 Compensation.

3.1.1 Annual Base Salary. Effective as of July 1, 2025, the District shall provide the Superintendent with an annual base salary in the amount of Three Hundred Seventy One Thousand Three Hundred and Fourteen Dollars (\$371,314.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.1.2 Retirement Account Contribution. On the last pay cycle of June 2026, and on the last pay cycle of each June thereafter during the term of this Contract, the District shall add to the salary of the Superintendent an amount equal to Twenty-Three Thousand Five Hundred Dollars (\$23,500) to a voluntary 403(b) plan and Twenty-Three Thousand Five Hundred Dollars (\$23,500) to a voluntary 457(b) plan. 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 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 Sections 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 her discretion. The Superintendent shall at all times be 100% vested in her account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and 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.

3.1.3 Longevity Pay. During each contract year of this Contract, the District shall add to the annual salary of the Superintendent an amount equal to Sixty Thousand Dollars (\$60,000), payable in equal monthly payroll installments; provided, however, that if the Superintendent is not employed as superintendent by the District on the last day of the then-current contract year, the Superintendent covenants and agrees to repay the District for all such payments made during such contract year. In order to effectuate any such repayment obligation, and in no way limiting the District's other rights and remedies to enforce and/or collect any such repayment, the District shall have the right to setoff or otherwise net out any such repayment amount from funds otherwise payable by the District to the Superintendent.. No payments under this Section shall be made after the Superintendent's employment terminates.

3.1.4 TRS Contribution. As supplemental salary, the District shall pay a portion of the Superintendent's monthly retirement contribution to the Texas Teacher Retirement System (TRS). The District shall pay 4.70% of the Superintendent's total eligible compensation per month to TRS, and the Superintendent shall pay all additional amounts. The District shall pay such salary supplement by regular monthly payroll installments and shall report such payments as creditable compensation to TRS.

3.2 Salary Adjustment. 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 above except by mutual written agreement of the parties. Such adjustments, if any, shall be in the form of a written addendum or amendment to this Contract or a new contract and shall be exclusive of any annuity, insurance policy or other benefits.

3.3 Business 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 costs may include, but are not limited to, airline tickets, 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.

3.4 Life, Health and Other Insurances. The Superintendent may participate in any indemnity hospitalization, major medical and dental, and any other insurance made available to administrative employees of the District on twelve-month contracts, on the same basis as provided to administrative employees of the District on twelve-month contracts; provided, however, that if the Superintendent enrolls in a (a) medical plan offered by the District to administrative employees, the Superintendent shall pay (or otherwise reimburse the District for) one hundred percent (100%) of the premium associated with such medical plan; and/or (b) cancer plan offered by the District to administrative employees, the District shall pay one hundred percent (100%) of the annual premium associated with such cancer plan up to an amount not to exceed \$560.16. The District shall provide the Superintendent with life insurance coverage of

\$500,000; provided, however, that the District shall not be required to pay more than \$720 towards the annual premium associated with such coverage.

3.5 Vacation, Holidays, Sick Leave. The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the same number of days of vacation authorized by policies adopted by the Board for administrative employees of the District on twelve-month contracts, 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. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees of the District on twelve-month contracts. The Superintendent is hereby granted the same sick leave benefits as authorized by Board policies for administrative employees of the District on twelve-month contracts.

3.6 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 physician shall submit a confidential statement to the Board President verifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in a sealed envelope in the Superintendent's personnel file. All such statements of the Superintendent's fitness shall be kept confidential to the full extent authorized by law. The District shall pay all costs of the annual physical examination.

3.7 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 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 Board deem appropriate, to attend such seminars, courses, or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships, as approved by the Board, deemed necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance or membership.

3.8 Outside Consultant Activities. Except as specifically provided in this Section, the Superintendent shall not serve as a consultant or receive a reimbursement of expenses and/or be paid an honorarium for consultant services outside of her employment as Superintendent of the District.

3.8.1 Notwithstanding the general prohibition on outside consulting services contained herein, the Superintendent may serve as an adjunct professor or professional advisor, and accept a reimbursement of expenses and/or be paid for services, to Texas A&M University and/or Baylor University (the "*University Professional Services*").

3.8.2 The Superintendent represents that the University Professional Services does not, and covenants and agrees that it will not in the future, conflict or interfere with the Superintendent's professional responsibilities to the District and that it is consistent with state and federal law.

3.8.3 The Superintendent covenants and agrees to use personal leave (local, state, vacation, non-duty days), not to exceed five (5) days during any Contract Year (as such term is defined in Section 1.1 hereof), for all services provided under or in any way pertaining to the University Professional Services. The Superintendent further covenants and agrees to schedule such days to avoid times when material programs and events are scheduled or occur in the District. The Superintendent shall provide the then serving Board President with prior notice of the days used in connection with the University Professional Services.

3.9 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs including Chambers of Commerce and civic clubs within or affecting the District. 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 her duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board President in writing of the activity. The Board President will notify the Superintendent if the activity presents a conflict or interferes with the performance of her duties as Superintendent. The memberships and other reasonable expenses of the Tomball Area Chamber of Commerce, Tomball Rotary Club, and/or other Tomball area based organizations shall be borne by the District. The Board may approve the payment of other memberships and expenses requested by the Superintendent.

IV. Annual Performance Goals

4.1 Development of Goals. The Superintendent and the Board President, or designee, shall develop annual performance goals for the Superintendent that shall be submitted to the Board for consideration and adoption. The performance goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be reasonably related to the District's goals, mission and/or vision as set by the Board. 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 contract year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall include the District's progress towards accomplishing the District Goals.

5.2 Confidentiality. Unless the Board and the Superintendent expressly agree otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed or 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 Procedure. 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. Renewal and Nonrenewal of Employment Contract

6.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

VII. Termination of Employment Contract

7.1 Mutual Agreement. This Contract may be terminated by mutual written agreement of the Superintendent and the District, acting through the Board, 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 District, acting through 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;
- (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;
- (q) Misrepresentation made by Superintendent in this Contract;
- (r) Failure of any covenant made by Superintendent in this Contract; or,
- (s) Any other reason constituting "good cause" under Texas law.

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

VIII. Miscellaneous

8.1 Controlling Law. This Contract shall be governed by, and interpreted and enforced in accordance with, the laws of the state of Texas and shall be performable in Harris County, Texas, unless otherwise provided by law.

8.2 Complete Agreement. This Contract embodies the entire agreement between the parties and cannot be varied except by mutual written agreement of the parties except as expressly provided herein.

8.3 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 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.

8.4 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

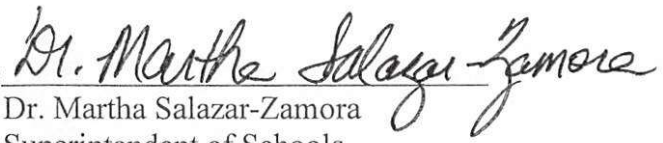
EXECUTED this 12th day of August, 2025.

ATTEST:

By: 
Secretary, Board of Trustees

TOMBALL INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

By: 
Dr. Martha Salazar-Zamora
Superintendent of Schools