

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

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

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT (Contract) is made and entered into by and between the Board of Trustees (the Board) of the Carroll Independent School District (the District) and Dr. Lane Ledbetter (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:

### 1. 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 on a twelve-month basis per school year, commencing on August 29, 2021, and ending on June 30, 2027. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend or renegotiate the term of this Contract as permitted by state law. This Contract creates no property interest of any kind beyond the Contract term stated herein.

### 2. Employment

2.1 **Duties.** The Superintendent is the chief executive officer and educational leader of the District and shall faithfully perform the duties of the Superintendent of Schools for the District in accordance with Sections 11.1513 and 11.201 of the Texas Education Code, all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended, all of which are expressly incorporated herein. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent agrees to devote his full time and energy to the performance of his duties as Superintendent of Schools for the District and shall perform his duties with reasonable care, skill and expertise and in a thorough and efficient manner.

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 Texas Education Agency and all other certificates required by law. If the Superintendent's certification expires, is cancelled or is revoked, this Contract is void. Failure to provide necessary documentation of

certification shall render this Contract void. Any misrepresentation concerning the certifications or other qualifications of the Superintendent may be grounds for dismissal for good cause.

**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, and shall be permitted to 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 salary and benefits as set forth in this Contract and/or the Superintendent's evaluation, or for the purpose of resolving conflicts between individual Board members, or where the Board and Superintendent mutually agree for the Board to meet without the Superintendent, and in accordance with law. In the event of the Superintendent's illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

**2.5 Referral of Complaints.** With the exception of complaints concerning the Superintendent, the Board, individually and collectively, shall refer in a timely manner all substantive complaints called to the Board's attention to the Superintendent for study and/or appropriate action, and the Superintendent shall (a) refer such matter(s) to the appropriate District employee, (b) investigate such matter(s) and shall, within a reasonable time, inform the Board of the results of such efforts; or, (c) implement the appropriate complaint resolution procedure as established by District policies.

**2.6 Residence in District.** As a condition of employment with the Carroll Independent School District, the Superintendent agrees to reside within the geographic boundaries of the District at all times while employed with the District.

### **3. Compensation**

**3.1 Salary.** The District shall provide the Superintendent with an annual salary in the sum of Three Hundred Twenty-Eight Thousand Two Hundred Fifty Dollars (\$328,250.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

**3.1.1 Salary Adjustments.** At any time during the term of this Contract, the Board may, in its sole 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. Such adjustments, if any, shall be made pursuant to Board action and subsequent written addendum to this Contract, or a new contract. In addition, subject to and without waiving any constitutional and/or other legal challenges by the Superintendent, the Superintendent acknowledges the statutory salary adjustments permitted in accordance with the provisions set forth in Texas Education Code Sections 21.4021 and/or 21.4032.

**3.1.2 Retention Incentive.** Upon his execution of this amended contract and in exchange for the Superintendent agreeing to the additional year of employment as noted

in 1.1, the Superintendent shall be paid a one-time cash award of two percent of his current base salary less any required salary deductions. This cash award shall not be added to his current base salary and there is no expectation that such incentive shall be paid in future years. The payment amount set forth in this provision is a gross amount from which all withholdings required by law shall be made, including but not limited to, federal income tax deductions and other required withholdings.

3.2 **Doctoral Supplement.** The District shall pay to the Superintendent a doctoral supplement in the amount of Two Thousand Dollars (\$2,000.00) annually, as provided to all eligible District employees. This additional 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.

3.3 **Benefits.** In addition to the benefits expressed in this Contract, the District shall provide benefits to the Superintendent as provided by state law and Board policy, including payment of the same health insurance premium contributions that are provided by the District for other employees. The Superintendent shall observe the same legal holidays and breaks as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave and sick leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. The leave 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. Discretionary leave days shall be taken in consultation with the Board President. The Board reserves the right to amend its policies at any time during the term of this contract to reduce or increase the benefits provided by Board policy at the Board's sole discretion.

3.4 **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 also 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, for the Superintendent to attend such seminars, courses or meetings as are described above. 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 which the Superintendent and the Board mutually agree are necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership.

3.5 **Civic Activities.** The Superintendent is encouraged to participate in community and civic activities including Chamber of Commerce and civic clubs. Subject to Board approval, the District shall pay for the expenses of membership and participation in such activities.

3.6 **Automobile Allowance.** The District shall provide the Superintendent with an automobile allowance in the sum of One Thousand Five Hundred Dollars and No/100 (\$1,500.00) per month. This payment is in lieu of mileage expense reimbursement, gasoline, insurance or other charges associated with travel for District business within the geographic boundaries of ESC Region 11 in which the District is located. Travel outside the geographic boundaries of ESC Region 11 will be reimbursed in accordance with Section 3.7 herein and the District's schedule and practices and the Superintendent shall comply with Board policies, administrative procedures and documentation requirements in accordance therewith.

3.7 **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, excluding those expenses and other charges related to travel within the geographic boundaries of ESC Region 11 and which are covered by the Automobile Allowance in Section 3.6 above. The District shall reimburse the Superintendent in accordance with District policy and administrative procedures for actual and incidental costs incurred by the Superintendent for travel to destinations outside ESC Region 11 for District related purposes. Such actual or incidental costs may include, but are not limited to, mileage, hotels and accommodations, meals, 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 and administrative procedures.

3.8 **Annual Physical Examination.** At the Superintendent's option, the Superintendent may undergo an annual physical examination performed by a licensed physician. The District shall reimburse Superintendent for all costs associated with the annual physical examination that are not otherwise covered by health insurance, up to the maximum amount of \$1,000.00. The annual physical examination is optional and is not a condition of employment.

3.9 **Teacher Retirement System Salary Supplement.** For performance of Superintendent duties, the District hereby supplements the Superintendent's annual salary in an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System (TRS) beginning on the first day of the term of this Contract and continuing for each payroll during the term of the Contract, including any extension thereof. The supplement shall include both the retirement and TRS-Care part of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as "creditable compensation" to TRS to the extent permitted by TRS and law.

#### **4. Annual Performance Goals**

4.1 **Development of Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District and for the Superintendent. The Superintendent and the Board shall then meet, and the Board shall approve

or revise the list of goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals 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 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 and measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the goals.

## **5. 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 set forth in Sections 11.1513 and 11.201 of the Texas Education Code, this Contract and Board policies 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. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent may make a written response to the evaluation. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. 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, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## **6. Renewal, Extension or Nonrenewal of Employment Contract**

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

## **7. Termination or Suspension 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 **Suspension.** In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

7.4 **Dismissal for Good Cause.** In accordance with Texas Education Code Chapter 21, the Board may dismiss the Superintendent during the term of the Contract for good cause as determined by the Board and in accordance with applicable law.

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

7.6 **Resignation of Superintendent.** The Superintendent may relinquish the position and duties of the Superintendent and leave the employment of the District at the end of a school year without penalty by filing a written resignation with and addressed to the Board not later than the forty-fifth (45th) day before the first day of instruction of the following school year.

## 8. Miscellaneous

8.1 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Tarrant County, Texas.

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.

8.3 **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.

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 **Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

8.6 **Legal Representation.** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

8.7 **Representations.** The Superintendent makes the following representations:

8.7.1 At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his national criminal history record information (NCHRI) if required by the District, Texas Education Agency (TEA) or the State Board for Educator Certification (SBEC). The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

8.7.2 The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, any offense involving moral turpitude, and any of the other offenses as indicated in Policy DH(Local). The Superintendent agrees to provide such notification in writing within the time period specified in Board policy DH(Local).

8.7.3 The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information intentionally made, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.


## 9. Notices

9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.


9.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, and/or express delivery service, to the Board

President and Vice President's addresses of record, as provided to the District.

CARROLL INDEPENDENT SCHOOL DISTRICT

By:   
Cameron Bryan  
President, Board of Trustees

ATTEST:

By:   
Andrew Yeager, Secretary, Board of Trustees

Executed this 3<sup>rd</sup> day of OCTOBER, 2022.

SUPERINTENDENT

By:   
Dr. Lane Ledbetter

Executed this 3<sup>rd</sup> day of October, 2022.