

Employment Contract

STATE OF TEXAS ~
 ~
COUNTY OF COLLIN ~

SUPERINTENDENT’S CONTRACT

THIS Employment Contract “Contract”) is made and entered into by and between the Board of Trustees (the “Board”) of the Princeton Independent School District (the “District”) and Donald McIntyre (the “Superintendent”).

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in this Contract and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code, do hereby agree, as follows:

1. **Term.** The Board agrees to employ the Superintendent for a term beginning March 21, 2023 and ending June 30, 2026. At any time during the contract term, the Board may, in its discretion, reissue the Contract for an extended term. Failure to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy. Texas law shall govern the construction of this Agreement.
2. **Professional Certification.** The Superintendent shall, 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. Failure to provide necessary certification records shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. **Duties.**
 - (a) **Duties of Superintendent.** The Superintendent is the chief executive of the District and shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended.
4. **Outside Consulting Activities.** The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations (“Consulting Services”) that do not conflict or interfere with the Superintendent’s professional responsibilities to the District. 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.
5. **Compensation.** 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 SEVEN THOUSAND SIX HUNDRED EIGHTEEN AND 13/100 DOLLARS (\$207,618.13). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board’s policies.

- (b) **Salary Adjustments.** 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 Section 5(a) of this Agreement 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.
- (c) **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. Outside of Region 10, the District shall pay or reimburse the Superintendent for reasonable travel expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. Mileage reimbursement outside of Region 10 shall be made at the same rate per mile as other District employees. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy.
- (d) **Signing/Returning Stipend.** The District shall pay the Superintendent four-thousand dollars (\$4,000) as a Signing/Returning Stipend as per the District schedule for contracted employees.
- (e) **Stipends.** The District shall pay the equivalent In-District stipend for the Superintendent as for other District employees.
- (f) **Health Insurance.** The District shall pay the equivalent health insurance benefit for the Superintendent as for other District employees.
- (g) **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 reasonable attendance and participation in appropriate professional meetings at the local, regional, and state levels as approved by the Board. 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 the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership
- (h) **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.

- (i) **Supplemental Retirement Plan –Employer Paid.** The District shall make contributions of five thousand dollars (\$ 5,000) per year to a qualified annuity of the Board’s choice (based on the recommendation of the Superintendent), for the benefit of the Superintendent. The Superintendent shall become vested in the annuity account at a rate of 20 percent per year, with a result that at the end of 5 years, the Superintendent shall have full ownership of the account. Vesting computations shall begin effective July 1, 2020. Any unvested funds in the account will revert to the district if the Superintendent ceases to be employed by the District in the superintendent position. The District shall contribute annually to a Supplemental Retirement Plan (SRP) for the benefit of the Superintendent in an amount equal to five thousand and no/100 dollars (\$5,000.00). The District shall contribute to the SRP on or before June 30th of each year during the term of this Contract, beginning July 1, 2020. The contributions to the SRP and earnings thereon shall become vested according to the schedule listed below. If, on or before the Superintendent achieves 100% vesting in the Annuity, this Contract is terminated, the vesting status shall be frozen as of the date of the last contribution to the Annuity.

<u>Date</u>	<u>Vested Percentage</u>
Prior to July 1, 2020	0%
June 30, 2021	20%
June 30, 2022	40%
June 30, 2023	60%
June 30, 2024	80%
June 30, 2025	100%

The SRP shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). The 403(b) plan shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(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 shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan.

The SRP shall be a plan established under Section 403(b) of the Code, a plan established under Section 401(a) of the Code, and/or a plan established under Section 457(b) of the Code where appropriate. The 403(b) and 401(a) plans shall be established as employer-paid plans with non-discretionary contributions by the District, and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan, 401(a) plan, and 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 401(b) plan, 401(a) plan, and 457(b) plan shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan.

Contributions to the SRP shall first be made to the 403(b) plan. To the extent that the Board contributions provided in this Agreement would result in a contribution to the 403(b) plan during a calendar year in excess of the limit under the Code, contributions in excess of such limit for the 403(b) plan shall be made to the 401(a) plan. To the extent that the Board contributions provided in this Agreement, including those already made to the 403(b) plan, would result in a contribution to the 401(a) plan during a calendar year in excess of the limit under the Code, contributions in excess of such limit for the 401(a) plan shall be made to the 457(b) plan. To the extent that the Board contributions provided in this Agreement, including those already made to the 403(b) and 401(a) plans, would result in a contribution to the 457(b) plan during a calendar year in excess of the limit under the Code, contributions in excess of such limit for the 457(b) plan shall be paid to the Superintendent as taxable compensation. However, the Superintendent shall have no discretion as to the payment of any amounts to him as taxable compensation; such decision shall be at the sole discretion of the Board.

- (j) **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, the greater of (i) ten (10) days of vacation annually or (ii) the same number of days of vacation authorized by policies adopted by the Board for administrators 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 not substantially interfere with the performance of the Superintendent's duties as set forth in this Contract. Accrued but unused vacation days shall accumulate and carry forward from year to year during the term of this Contract. At the sole option of the Superintendent, either at the end of each year of the term of this Contract, 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, non-duty days at the Superintendent's daily rate of pay as of the payment date. The daily rate shall be calculated by dividing the Superintendent's TRS creditable compensation 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, the days to be in a single period or at different times.
- (k) **Texas Teacher Retirement System.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to 71% of the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, 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.
- (l) **Benefits.** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

6. **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

7. **Board Meetings.** The Superintendent or the Superintendent's designee 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 salary and benefits as set forth in this contract or the Superintendent's evaluation and to interpersonal relationships between individual Board members.
8. **Criticisms, Complaints, and Suggestions** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action. The Superintendent will either refer such matter(s): (a) 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 Board policies.
9. **Development of Goals.** The Board shall work collaboratively with the Superintendent each year to prepare a list of goals for the District. The Superintendent shall submit to the Board a preliminary list of goals for the District 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 always 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 objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.
10. **Review of Performance.**
 - a. **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.
 - b. **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall always be conducted in executive session and the evaluation shall be considered confidential under Texas Education Code Section 21.355 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.
 - c. **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. If 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. If 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 to demonstrate such expected performance before being evaluated.

11. **Nonrenewal.** Renewal or nonrenewal shall be in accordance with Board policy and Chapter 21 of the Texas Education Code

12. **Termination of Employment Contract.**

- a. **Retirement or Death.** This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- b. **Mutual Agreement.** The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
- c. **Termination for Cause.** The Board may dismiss the Superintendent at any time for good cause. Good cause shall include, but shall not be limited to, those reasons set forth in Board policy and the following:
 - i. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
 - ii. 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;
 - iii. Insubordination or failure to comply with lawful written Board directives;
 - iv. Failure to comply with the Board's policies or the District's administrative regulations;
 - v. Neglect of duties;
 - vi. Drunkenness or excessive use of alcoholic beverages;
 - vii. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
 - viii. Conviction of a felony or crime involving moral turpitude;
 - ix. Failure to meet the District's standards of professional conduct;
 - x. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
 - xi. Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
 - xii. 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;
 - xiii. Assault on an employee or student;
 - xiv. Knowingly falsifying records or documents related to the District's activities;
 - xv. Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
 - xvi. Failure to fulfill requirements for superintendent certification; or,
 - xvii. Any other reason constituting "good cause" under Texas law.
- d. **Termination Procedure.** If the Board terminates or proposes to terminate 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. .

- e. **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 in the following school year. The Superintendent may resign with the consent of the Board at any other time.
13. **Tenure.** The Board has not adopted 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 contract term.
14. **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 therein.
15. **Entire Agreement.** All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term covered by this Contract have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties. This Contract may not be amended except by written agreement of the parties.
16. **Indemnification.** To the extent consistent with the law, including Texas Civil Practice & Remedies Code 102, the District agrees to defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, judgements, expenses, and attorneys' fees incurred in any legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as superintendent of the District, acting within the course and scope of the Superintendent's employment (Covered Claim).

The term Covered claim Excludes:

- Any demands, claims, suits, actions, judgments, expenses, and attorneys' fees where it is determined that the 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.
- Any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract or similar coverage, held either by the district or by the Superintendent
- Criminal investigations or criminal Proceedings
- Actions or claims brought by the board against the Superintendent

The District and the Superintendent shall select the Superintendent's legal counsel for any Covered Claim by agreement if such legal counsel is not also the District's legal counsel, and such agreement is not to be unreasonably withheld. If legal defense is provided through insurance coverage, the Superintendent's consent to legal counsel will depend on the terms of the applicable insurance contract or coverage. This indemnity provision shall survive the termination of this Contract.

17. **Cooperation.**
- a. **During Term.** 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.

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

18. **Non-binding Mediation.** The Parties agree to submit disputes under this Contract to nonbinding mediation according to the procedures set forth in this paragraph. Either Party may request nonbinding mediation by submitting a written request for mediation to the other Party, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with each other in selecting a licensed attorney to serve as the mediator and in scheduling the mediation. The Parties shall share the expense of the mediation, including the mediator's fees. The Parties agree that any such mediation shall be a compromise negotiation for the purpose of Rule 408 of the Federal Rules of Evidence and Texas Rules of Evidence and an alternate dispute resolution procedure subject to Texas Civil Practice & Remedies Code section 154.073. The Parties recognize that the Texas Education Code Contains certain mandatory and jurisdictional deadlines that cannot be extended through agreement of the Parties. Accordingly, each Party recognizes that the other may be required to pursue other legal or equitable actions during the mediation process to protect their rights.

19. **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.

20. **Paragraph 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.

21. **Authority.** The Board President has been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on March 20, 2023.

Signed this 20th day of March, 2023

Signed this 20th day of March, 2023

President, Board of Trustees

Superintendent