

Date given Superintendent: \_\_\_\_\_

Date returned by Superintendent: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF DENTON

### **SUPERINTENDENT'S TERM CONTRACT**

**THIS SUPERINTENDENT'S TERM CONTRACT** ("Contract") is made and entered into effective the 1st day of July, 2024, by and between the BOARD OF TRUSTEES ("Board") of the LITTLE ELM INDEPENDENT SCHOOL DISTRICT ("LEISD" OR "DISTRICT") and MICHAEL LAMB ("Superintendent"). The Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for LEISD.

#### **I. Term**

- 1.1 The Superintendent shall be employed for a term of 3 years, commencing on July 1, 2024 and ending on June 30, 2027. This Contract is not for a specific number of days within a year, and there are no "non-duty" days under this Contract.
- 1.2 LEISD may by action of the Board, and with the consent of the Superintendent, extend the term of this term Contract.
- 1.3 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

#### **II. Employment**

- 2.1 *Duties.* The Superintendent is the educational leader and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the LEISD, as prescribed by Texas law and in the adopted job description and as may be lawfully assigned by action of the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. The Superintendent shall perform the duties of the Superintendent of Schools for the LEISD with reasonable care, diligence, skill, and expertise and, except as permitted herein, shall devote substantially all of his/her time, skill, labor, and attention to his/her employment and the performance of these duties during the term of this Contract.
- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by LEISD hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that s/he has made

written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his/her employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.

- 2.3 *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.
- 2.4 *Board Meetings.* The Superintendent shall attend all meetings of the Board, both public and closed, except for those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. Further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.
- 2.5 *Criticisms, Complaints.* The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for review 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. Substantive complaints include, without limitation, allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the superintendent and/or administration. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer.
- 2.6 *Indemnification.* To the extent it may be permitted to do 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; 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 for him 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. The provisions of this Section 2.6 shall survive the termination of this Contract.

### **III. Compensation and Benefits**

- 3.1 *Salary.* During the first year of the contract, the LEISD shall provide the Superintendent with an annual salary not less than \$270,000.00. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 3.2 *Salary Adjustments.* The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Unless mutually agreed to be the Board and Superintendent, such adjustments, if any, shall be effective on the July 1 following approval of the adjustment and shall be in the form of a written addendum to this Contract or a new contract shall be issued.
- 3.3 *Vacation, Holidays, Leave Benefit.* The Superintendent may take, at the Superintendent's choice, the greater of: (i) ten (10) days of vacation each year of this Contract 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 taken 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. 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 taken in a single period or at different times. Unused vacation does not accumulate from year to year and cannot be converted into compensation at the termination of the employment relationship or any other time.
- 3.4 *Travel Allowance and Expenses.*

The Superintendent shall be reimbursed for reasonable travel outside the boundaries of LEISD in furtherance of LEISD's business at actual costs, unless expenses are paid with a district-provided credit card. The Superintendent shall comply with all procedures and

documentation requirements in accordance with Board policies. The automobile travel allowance and other travel expenses may be reviewed by the Board, and the Board by policy may limit or require pre-approval for out-of-district travel.

- 3.5 *Insurance.* LEISD shall pay the same amount to provide the health and medical insurance for the Superintendent as is provided to all LEISD employees.
- 3.6 *Moving Expenses.* LEISD shall reimburse the Superintendent one-time for expenses related to relocating to the District in an amount not to exceed \$5,000.00. All expenses shall be documented by receipts submitted to the LEISD business office.
- 3.7 *Residence in District.* The Superintendent shall establish residence within the LEISD no later than 6 months after the beginning date of this Contract.
- 3.8 *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs including 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 cost of membership in such activities, if any and subject to Board approval in advance, shall be borne by the LEISD.
- 3.9 *Professional Organizations.* 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 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 cost of membership in two professional organizations, for the Superintendent shall be borne by LEISD. The District shall pay the costs of other memberships necessary to maintain and improve the Superintendent's professional skills, subject to Board approval. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

- 3.10 *Teacher Retirement.* The District shall supplement the Superintendent's annual salary by equal to fifty percent (50%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on July 1, 2024 and continuing for the term of this contract, with any extensions made by the Board for performance of Superintendent duties. This supplement shall include both the retirement and the TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement 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.
- 3.11 *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.

#### **IV. Goals/Review of Performance**

- 4.1 *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.
- 4.2 *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 evaluation and assessment 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. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. The evaluation of the Superintendent shall at all times be conducted in closed meeting.

- 4.3 *Confidentiality.* Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall always be conducted in executive session. 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.
- 4.4 *Evaluation Format and Procedure.* The evaluation format and procedure shall be adopted by the Board.

#### **V. Renewal or Nonrenewal of Term Contract**

- 5.1 *Renewal/Nonrenewal.* Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code. It is expressly agreed by the parties that "loss of confidence in the Superintendent by the Board" shall be a valid ground for nonrenewal pursuant to Section 21.212 of the Texas Education Code.
- 5.2 *Appeal.* If the Superintendent is aggrieved by the Board's decision, he or she may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

#### **VI. Termination of Contract**

- 6.1 *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 are mutually agreed.
- 6.2 *Resignation.* 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 not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign with the consent of the Board at any other time.
- 6.3 *Retirement or Death.* This Contract shall terminate upon the retirement or death of the Superintendent.
- 6.4 *Dismissal or Suspension Without Pay for Good Cause.* The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this Contract for good cause, defined generally as failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this Contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances. The following are examples of conduct and situations which may constitute "good cause," but the term is not limited in meaning by this list:
- (1) Insubordination or failure to comply with lawful written or oral directives issued by action of the Board or failure to comply with Board policies;

- (2) Any sexual misconduct with a student or employee or any conduct that endangers or has the potential to endanger the health or safety of one or more students or employees;
- (3) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication when the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency that is remediable;
- (4) Neglect of duties;
- (5) Drunkenness or excessive use of alcoholic beverages;
- (6) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
- (7) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment;
- (8) Failure to meet the LEISD's standards of professional conduct;
- (9) Failure to comply with reasonable LEISD professional development requirements;
- (10) Excessive absences, i.e., absences not in compliance with the Contract, District policy or procedures, including applicable state and federal law.
- (11) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the LEISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (12) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with parents, the community, or staff;
- (13) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with the Board;
- (14) Assault on an employee or student;
- (15) Falsifying records or documents related to the LEISD's activities;
- (16) Misrepresentation of facts to the Board or other LEISD officials in the conduct of the LEISD's business; or
- (17) Any other reason constituting "good cause" under Texas law.

6.5 *Termination or Suspension Without Pay Procedure.* In the event that the Board proposes to terminate this Contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code, and state and federal law.

## **VII. Miscellaneous**

7.1 *Controlling Law.* This Contract shall be governed by the laws of the State of Texas and shall be performed in Denton County, Texas, unless otherwise provided by law.

- 7.2 *Complete Agreement.* This Contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent for the term covered by this Contract are superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this Contract.
- 7.3 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this term Contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this term Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 7.4 *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.
- 7.5 *Exhaustion of Remedies.* All procedures referenced in this contract or in Board policies relating to the resolution of any dispute arising from or related to the employment relationship are mandatory and shall constitute contractual adjudication procedures under Texas Local Government Code Section § 271.154. No District employee has the authority to waive a procedure required by this contract or Board policy.
- 7.5 *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, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

EXECUTED at the City of Little Elm, County of Denton and State of Texas, this 25th day of March, 2024, pursuant to action of the Board of Trustees at a meeting held on February, 26, 2024, for which there was a properly posted agenda that included an item related to employment of a superintendent.

LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By:   
President Board of Trustees

ATTEST:

  
Board Secretary

  
Superintendent