

**DALLAS INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective this 9th day of June 2022, by and between the Board of Trustees (the "Board") of the Dallas Independent School District (the "District") and Stephanie Suzanne Elizalde ("Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms and conditions hereafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201, and Chapter 21 of the Texas Education Code, have agreed, and do hereby agree, as follows:

I.

TERM

1.1. INITIAL 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 commencing on July 1, 2022 and ending on June 30, 2025. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law. A contract year shall run from July 1st through the following June 30th for each year during the term of this Contract or any extension thereof ("Contract Year").

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, expressed or implied, is created in continued employment beyond the Contract term.

II.

EMPLOYMENT

2.1. DUTIES.

The Superintendent is the chief executive officer of the District and educational leader of the District and shall administer the School District and shall faithfully perform the duties of the Superintendent of Schools for the District in accordance with Board Policies including, but not limited to Policy BJA (LEGAL) and BJA (LOCAL) and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereinafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to:

- (a) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;
- (b) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent, except as provided by Section 11.202 of the Texas Education Code ("Code");

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- (c) **Oversee compliance with the standards for school facilities established by the Commissioner;**
- (d) **Make recommendations regarding selection of the District's personnel, subject to Board approval and consistent with Section 11.1513 of the Texas Education Code and the other provisions of this Contract;**
- (e) **Initiate the proposed termination or suspension of an employee's employment or the proposed nonrenewal of an employee's term contract;**
- (f) **Manage the day-to-day operation of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of District operation;**
- (g) **Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year and administer the budget;**
- (h) **Prepare recommendations and/or revisions for policies to be adopted by the Board and oversee the implementation of adopted policies;**
- (i) **Develop or cause to be developed appropriate administrative regulations to implement policies adopted by the Board;**
- (j) **Provide leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators by the Texas Commissioner of Education or the District's Board of Trustees;**

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- (k) Organize the District's central administration;
- (l) Communicate and collaborate with all members of the Board;
- (m) Consult with the District-level committees, as required under Section 11.252(f) of the Code;
- (n) Ensure:
 - (1) Adoption of a student code of conduct, as required under Section 37.001 of the Code and enforcement of that code of conduct; and
 - (2) Adoption and enforcement of other student disciplinary rules and procedures as necessary;
- (o) Submit reports as required by state or federal law, rule, or regulations;
- (p) Submit reports as requested by Board of Trustees;
- (q) Provide joint leadership with the Board of Trustees to ensure that the responsibilities of the Board and Superintendent team are carried out; and
- (r) Perform any other duties lawfully assigned by action of the Board of Trustees.

Except as provided in this Contract, the Superintendent agrees to devote her full time, skill, labor and attention to the performance of these duties with reasonable care and in a faithful, diligent and efficient manner. 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. CONSULTATION ACTIVITIES.

The Superintendent may engage in consulting activities with any other individuals or entities, provided that these activities do not interfere with the performance of her duties as Superintendent. The Superintendent shall use any available vacation, holiday or personal leave days when engaging in consulting activities. At least three (3) days prior to the Superintendent leaving the District for consulting purposes, the Superintendent shall notify the President of the Board regarding the dates and length of time the Superintendent will be out of the District for each consultation. 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, including approval by the Board on a case by case basis in accordance with the Texas Education Code, Section 11.201 (e).

2.3. PROFESSIONAL GROWTH/ACTIVITIES.

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

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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, the Texas Association of School Administrators and one other membership deemed appropriate by the Board and 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 and subject to advanced notice to the Board.

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 her 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 her 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.

2.4. PROFESSIONAL CERTIFICATION AND RECORDS.

This Contract including any renewal or extensions thereof, is conditioned on the Superintendent providing a valid and appropriate certification to act as a Superintendent in the State of Texas as prescribed by the laws of the State of Texas and the rules and regulation of the Texas State Board of Educator Certification. Failure to hold a valid and appropriate certification shall render this Contract voidable. The Superintendent must also file any other records required for personnel files and for payroll purposes.

2.5. EMPLOYMENT OF STAFF.

The Superintendent shall have the sole authority to select and employ all contract and noncontract staff, except for the Internal Auditor and related personnel in the Internal Audit Services Department and subject to the District's salary schedule and budget as approved by the Board, including the authority to organize, reorganize, arrange, direct, assign, reassign and transfer staff in the manner which best serves the District. Further, the Superintendent shall have the authority to terminate or non-renew all staff, and any other administrators who are not covered by Chapter 21, Texas Education Code.

Prior to publicly announcing the hiring, assignment, reassignment, transfer or termination of any Administration's Senior Staff as defined hereinafter, the

Superintendent shall inform the Board of said hiring, assignment, reassignment, transfer or termination. Administration's Senior Staff is defined as Deputy Superintendent, Chief Officer, Deputy Chief, Associate Superintendent, Assistant Superintendent, and General Counsel, and their equivalents.

Further, the Superintendent shall develop and implement administrative procedures, rules and regulations that the Superintendent believes necessary for the efficient and effective operation of the District and which are consistent with Board Policies, state and federal law.

2.6. BOARD MEETINGS AND RELATIONS.

The Superintendent shall attend all meetings of the Board and all Board committee meetings, both open and closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving the Superintendent's Contract or the Superintendent's salary and benefits, as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, and/or when the Board is acting as a tribunal. In the event of absence, the Superintendent may designate a member of the Administration's Senior Staff to attend such meetings.

2.7. CRITICISMS, COMPLAINTS AND SUGGESTIONS.

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.

2.8. REASSIGNMENT.

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

III.

COMPENSATION AND SALARY

3.1. ANNUAL BASE SALARY.

The Superintendent shall be paid an annual base salary in the sum of Three Hundred Thirty-Eight Thousand and No/100 Dollars (\$338,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with Board policy. The annual base salary shall be automatically increased each year according to the Superintendent's annual performance evaluation score as follows:

- (a) If the Superintendent's evaluation score is 0-69, the Superintendent's annual salary shall be automatically increased by 0%;
- (b) If the Superintendent's evaluation score is 70-79, the Superintendent's annual salary shall be automatically increased by 1%;
- (c) If the Superintendent's evaluation score is 80-89, the Superintendent's annual salary shall be automatically increased by 2%;

- (d) If the Superintendent's evaluation score is 90-99, the Superintendent's annual salary shall be automatically increased by 3%;

If the Superintendent's evaluation score is equal to or greater than 100, the Superintendent's annual salary shall be automatically increased by 4%.

3.2. SALARY ADJUSTMENTS.

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 pursuant to Section 3.1 of this Contract except by mutual agreement of the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

3.3. BUSINESS EXPENSES.

The District shall pay or reimburse the Superintendent for reimbursable 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 policies, procedures and documentation requirements in accordance with Board policies and established procedures, which shall be subject to review by the District's independent auditors. In addition, the Superintendent will submit a quarterly report on business expenses to the Board during the Board Business Briefing.

3.4. HEALTH AND OTHER INSURANCE.

The District shall pay the same amounts for hospitalization, major medical, dental, vision, and other insurance coverages for the Superintendent pursuant to the group healthcare plans provided by the District as the District pays for its administrative employees in a position of Deputy Superintendent, Chief or equivalent on the District's organization chart.

3.5. VACATION, HOLIDAY AND PERSONAL LEAVE.

The Superintendent shall receive and may accrue the same number of vacation and personal leave days as the District provides and allows for its administrative employees. The Superintendent shall be credited for previous years of service with DISD for purposes of such accrual.

The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees.

3.6. SICK LEAVE.

The Superintendent shall have the same sick leave benefits as authorized by Board policies for administrative employees.

3.7. NOTIFICATION OF ABSENCE FROM WORK.

(a) When Superintendent intends to be absent from the District for three (3) or more consecutive days for any reason, she shall notify the President of the Board in writing or electronically at least five (5) work days prior to the absence except in the event

of a personal or family emergency. In such cases, the President of the Board shall be notified as soon as practical.

(b) In the event Superintendent will be hospitalized for non-emergency purposes, Superintendent shall give the Board at least three (3) days written notice of each hospitalization.

3.8. 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 annual physical examination as provided herein, 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 President of the Board verifying the Superintendent's fitness to perform the Superintendent's duties, and copies of all such statements shall be maintained as confidential to the extent permitted by law. The District shall pay all reasonable costs of the annual physical examination.

3.9. INDEMNIFICATION AND DEFENSE.

(a) The District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of her duties as Superintendent of the District, to the fullest extent permitted by law, except for internal investigations conducted by the District and expressly

authorized by the Board. The District has no obligation to indemnify, defend, or hold the Superintendent harmless regarding any claims, demands, or other legal proceedings against the Superintendent if the Superintendent admits in writing or under oath, or is found by a Court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

- (b) Except for internal investigations conducted by the District and expressly authorized by the Board, the District shall advance the attorney's fees, expenses and costs reasonably necessary to defend the Superintendent in any civil claims, demands, duties, actions or other legal proceedings against the Superintendent in which the Superintendent is alleged (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.
- (c) If the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct, then the Superintendent shall promptly reimburse the District all sums advanced by the District to defend the Superintendent in the court proceeding in which

such admission or finding is made within one hundred and twenty (120) days or as agreed by the Board.

- (d) In the case of any criminal proceeding arising out of the Superintendent's responsibilities as Superintendent or other actions against the District, the District shall advance the attorneys' fees, expenses and costs reasonably necessary to defend the Superintendent in any criminal claims, demands, duties, actions or legal proceedings against the Superintendent. If the Superintendent admits in writing or under oath or is found by a court of competent jurisdiction to have engaged in criminal conduct, then the Superintendent shall promptly reimburse the District all sums advanced by the District to defend the Superintendent in court within one hundred and twenty (120) days or as agreed by the Board.
- (e) The District may fulfill its obligation by (i) purchasing appropriate insurance coverage for the benefit of the Superintendent, or (ii) including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District.
- (f) During the term of this Contract, the Superintendent agrees to provide reasonable assistance to and cooperate with the District, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the District. After termination of this Contract, the

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Superintendent agrees to provide reasonable 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 her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of taking time off from her 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 her 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.

- (g) No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation assumed by the District.

- (h) If the Superintendent does not consent to being represented by the same counsel representing the District in any proceeding the District is obligated to defend under this Section 3.9, then the Superintendent may elect to be represented in such proceeding by independent counsel. In such event, the District will pay the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Superintendent, subject to the provisions of this Section 3.9.
- (i) Except for exclusions set forth in this Section 3.9, the District's duties under this Section 3.9 shall survive the termination of this Contract.

3.10. RESIDENCE.

Superintendent, as a condition of her appointment and continued employment as Superintendent, agrees to establish her permanent residence within the geographical boundaries of the District. Annually, Superintendent shall provide evidence of Superintendent's residence within the territorial boundaries of the District to the President of the Board.

3.11. PROFESSIONAL LIABILITY INSURANCE.

The District does hereby agree to provide the Superintendent, at the District's expense, professional liability insurance in the face amount of at least One Million Dollars.

3.12. SALARY PERFORMANCE INCENTIVE PLAN.

In collaboration with the Superintendent, the Board shall establish and adopt, no later than November 30th of each year during the term of this Contract or any extension

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thereof, up to seven priorities for which the Superintendent may qualify to receive a Salary Performance Incentive. The Board may adopt more than seven priorities for a year with the agreement of the Superintendent, in accordance with a written addendum to this Contract. These priorities shall be aligned with the student performance goals and annual improvement objectives adopted by the Board. These student performance goals may be different from the District Goals adopted in accordance with Section 4.1 of this Contract, as determined by the Board. The Board may include additional priorities in a year, based on the circumstances for that year as determined by the Board. The priorities shall be measurable with specific performance results. It is the intent of the parties that the performance results shall be “stretch” measures, and will be challenging but attainable outcomes for the District. For each specific performance result that the District meets or exceeds, the Superintendent shall receive a sum of Twenty Thousand and No/100 Dollars (\$20,000.00) (a “Salary Performance Incentive”). The number of priorities for a given year is not guaranteed and the Superintendent does not have an entitlement to a Salary Performance Incentive for a specific number of priorities in a given year. Rather, the Superintendent has an opportunity to qualify for a Salary Performance Incentive of \$20,000.00 times the number of priorities adopted by the Board for a year. The Salary Performance Incentive shall be calculated and paid no later than November 30th of the next calendar year. As an example, the priorities for the 2022-2023 school year for which the Superintendent may qualify and receive a Salary Performance Incentive shall be adopted by the Board no later than November 30, 2022, and the Salary Performance

Incentive for the 2022-2023 school year shall be calculated and paid to the Superintendent no later than November 30, 2023. Even though the Salary Performance Incentive for the 2024-2025 school year may be calculated after the end of this Contract, the Superintendent may qualify for and receive the Salary Performance Incentive based on the Board's priorities and the District's accomplishments for the 2024-2025 school year.

3.13. TEXAS TEACHER RETIREMENT SYSTEM.

For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract and any extension 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.

3.14. SUPPLEMENTAL RETIREMENT PLAN.

For each Contract Year during the term of this Contract and any extension thereof, the District shall add to the salary of the Superintendent as specified in Section 3.1 and/or 3.2 of this Contract the amount of Fifty-Three Thousand and no/100 Dollars (\$53,000.00). One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b)

and/or Section 457(b) of the Code. 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 (the "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 that is (i) established by the District under Section 403(b) and/or Section 457(b) of the Code; and (ii) available to all TRS members employed by the District. 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 always 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.

3.15. 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 such other benefits not expressly provided herein, at the Board's sole discretion.

IV.

ANNUAL PERFORMANCE GOALS

4.1. DEVELOPMENT OF GOALS.

The Superintendent shall by September 1st of each year during the term of this Contract, submit for the Board's consideration and adoption, a proposed list of goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria upon which the Superintendent's performance will be reviewed and evaluated ("District Goals"). 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. The District Goals shall be mutually agreeable to the Superintendent and the Board.

4.2. PERFORMANCE REVIEW.

The Board shall evaluate and assess the performance of the Superintendent in writing at a mutually agreed upon time, not later than December 31st of each year of this Contract, with the first evaluation occurring no later than December 1, 2023. The meetings at which the Board evaluates the Superintendent will be held in a closed meeting unless the Superintendent requests that it should be held in an open meeting. The evaluation and assessment shall be related to the duties of the Superintendent as

outlined in this Contract and consistent with Board Policy BJA (LEGAL) and BJA (LOCAL) and shall be based on the District's progress towards accomplishing the District Goals.

4.3. CONFIDENTIALITY.

Unless the Superintendent and the Board expressly agree 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.

4.4. ANNUAL EVALUATION FORMAT AND PROCEDURE.

The annual evaluation format and procedure shall be in accordance with the Board's policies and state and federal law and in consultation with the Superintendent. 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 shall 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.

4.5. OTHER INTERIM EVALUATIONS.

Nothing in this Contract prohibits or limits the Board's ability to conduct formal or informal interim evaluations, between annual performance evaluations, regarding the performance of the Superintendent, as deemed by the Board in its sole discretion to be necessary or helpful.

V.

TERMINATION OF EMPLOYMENT CONTRACT

5.1. MUTUAL AGREEMENT.

This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.

5.2. RETIREMENT OR DEATH.

This Contract shall be terminated upon the retirement or death of the Superintendent.

5.3. DISMISSAL FOR GOOD CAUSE.

The Board may dismiss the Superintendent during the term of this Contract for good cause as that term is applied to term contract employees under Texas Law. Said termination will relieve the District of any obligations to make further payment to the Superintendent pursuant to the terms of this Contract. Examples of "good cause" include, but are not limited to:

- (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;

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- (e) Neglect of duties;
- (f) Convicted of driving while intoxicated;
- (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 report to the Board any arrest, conviction, or deferred adjudication for any felony or conviction involving moral turpitude as required by District policy;
- (j) Failure to meet the District's standards of professional conduct;
- (k) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (l) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (m) Immorality, which is conduct the Board determines, is not 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;
- (n) Assault on an employee or student;
- (o) Knowingly falsifying records or documents related to the District's activities;
- (p) Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- (q) Failure to fulfill requirements for Superintendent Certification;
- (r) Conducting personal business during school hours when it results in neglect of duties;

- (s) Conduct or behavior not otherwise expressly referred to in Board policy or in this Contract, either during or off working hours, that cause the public, students, or employees to lose confidence in the administration and integrity of the District.
- (t) Failure to take substantive steps in good faith to maintain an effective working relationship, or maintain good rapport with parents, the community, staff or Board.
- (u) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit or a Special Assignment Permit;
- (v) Making, publishing or assisting in making or publishing false, vicious or malicious statements of material fact concerning any employee or member of the Board;
- (w) Bullying, retaliation, physical or verbal abuse of students, parent, employees or other persons;
- (x) Disclosing confidential Board or personnel information, except as permitted and/or required by applicable law; and
- (y) Any other reason constituting "good cause" under Texas law as it applies to term contract employees, as determined by the Board.

5.4. DISABILITY.

In the event the Superintendent shall become physically or mentally unable to perform her usual duties as Superintendent following exhaustion of all accrued leave, the Board, at its option, may terminate this Contract and the employment of the Superintendent. Verification of the illness or disability of the Superintendent shall be required whenever a majority of the Board requests it. Verification shall be by a physician mutually designated by the Board and Superintendent. Should the Superintendent be terminated due to such physical or mental disability, the Superintendent shall be entitled to one (1) year of her annual base salary set out in Section 3.1. Except for the payment

as referenced in Section 3.1 of this Contract, the District shall have no further liability to the Superintendent for any other compensation or benefits.

5.5. TERMINATION PROCEDURE.

In the event that the Board proposes to terminate 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.

5.6. NONRENEWAL OF CONTRACT.

Nonrenewal of this Contract shall be in accordance with Board policy BJCF (LEGAL) and applicable law.

VI.

MISCELLANEOUS

6.1. CONTROLLING LAW.

This Contract shall be governed by the laws of the state of Texas, and it shall be performable in Dallas County, Texas, unless otherwise provided by law. This Contract supersedes and replaces all previous contracts, understandings and agreements between the parties.

6.2. COMPLETE AGREEMENT.

This Contract embodies the entire agreement between the parties, and except as expressly provided herein, it cannot be varied except by written agreement of the parties.

6.3. CONFLICTS.

In the event of any conflicts between the terms, condition, and provisions of this Employment 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.

6.4. 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 provisions 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.

6.5. AMENDMENT.

This Contract may be amended during its term by the mutual written consent of the District and Superintendent. Any such amendment shall be in writing and approved by official action of the Board, and accepted in writing by the President of the Board and Superintendent.

6.6. NOTICE.

Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, at the addresses contained herein.

6.7. BOARD POLICIES.

References herein to "Board policies" includes the Board's policies as they exist or may be hereinafter be adopted or amended.

6.8. LEADERSHIP DEVELOPMENT.

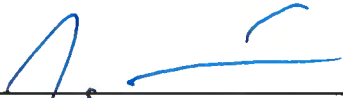
The Superintendent shall use her best efforts to recruit, develop, and mentor one or more individuals who are capable of performing the duties of Superintendent in the event of the Superintendent's absence, disability or incapacity, resignation, or retirement. The Board has final authority to select the Superintendent of Schools.

[Signature Page Follows]

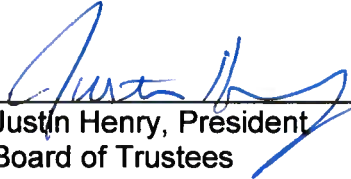
DALLAS INDEPENDENT SCHOOL DISTRICT

DALLAS INDEPENDENT
SCHOOL DISTRICT

ATTEST:


By: 

Joe Carreón, Secretary
Board of Trustees
Date: 6/23/22

By: 

Justin Henry, President
Board of Trustees
Date: 6/23/22

SUPERINTENDENT



Stephanie Suzanne Elizalde
Date: 6/17/22