
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of Lake Dallas Independent School District (the “District”) and Dr. Kristin Brown (the “Superintendent”).

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning July 1, 2025 and ending June 30, 2028. The Board and the Superintendent (the “Parties”) may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal of this Contract, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform her duties as follows:
 - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
 - 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote her full time and energy to the performance of her duties. The Superintendent shall perform her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 5.1 **Salary.** The District shall pay the Superintendent an annual salary of Two Hundred and Thirty-Four Thousand One Hundred and Twelve Dollars and NO/100 (\$234,112.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the 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 executed. Except as provided below, the Superintendent shall not be paid less than the salary set forth in this Section 5.1 of the Contract.
- (a) **Annual Increase.** The Superintendent's salary shall be increased by the same percentage of raise, if any, approved by the Board for the District's teacher salaries for the same fiscal year. Any such pay increase shall be applied retroactively to the start of the current contract year (July 1) and that retroactive amount shall be paid out to the Superintendent in equal installments over the remainder of the contract year.
- (b) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
- (c) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.
- 5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided 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 these benefits, at the Board's sole discretion.
- 5.3 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs and will participate in any local or community organizations as determined by the Superintendent. The expense of these activities, subject to Board approval in advance, may be borne by the District.
- 5.4 **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 and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. 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 meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues and other associated fees for professional organizations selected by the Superintendent and/or Board of Trustees. The Superintendent will participate in legislative planning at the State and Federal level. This

includes attending hearings, testifying on behalf of the District, and working with local, state and federal representatives as needed to benefit the District.

- 5.5 **TRS Salary Supplement:** The District shall supplement the Superintendent's annual salary through the term of this Contract by an amount equal to the Superintendent's required monthly contribution to the Texas Teacher Retirement System (TRS), including the required contribution for TRS Care. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation by the District for purposes of TRS.
- 5.6 **Insurance.** The District shall pay the monthly premiums for hospitalization, major medical, vision and dental insurance coverage for the Superintendent and the Superintendent's spouse and children, if eligible and insurable, pursuant to the plan selected by the Superintendent from the plans as offered by the District. To the extent required by the Patient Protection and Affordable Care Act (PPACA) and its implementing regulations, if any such payments by the District for insurance coverage for the Superintendent and her dependents are considered "excess premium payments" or otherwise subject to discrimination testing under applicable law, such payments shall be converted to additional salary and treated as taxable income to the Superintendent subject to withholding to the extent required by law.
- 5.7 **Residence in District.** As a condition of employment with the District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District. If not immediate, the Superintendent shall begin residing in the District within 180 days of the Superintendent's first day of employment with the District, or within such other reasonable period of time as mutually agreed upon by the Superintendent and the Board.
- 5.8 **Auto Allowance.** The District shall provide the Superintendent with an automobile allowance in the amount of Seventy-Two Hundred Dollars and No/100 (\$7,200.00) per Contract year, which shall be paid to the Superintendent by regular monthly payroll installments.
- 5.9 **Vacation, Holiday and Personal Leave:** Except as provided below, the Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. During each contract year (July 1 – June 30) the Superintendent may take, at the Superintendent's choice, the greater of twenty (20) days or 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 least interfere with the performance of the Superintendent's duties as set forth in this Contract. Unused vacation days shall not accrue or rollover to the following contract year. At the end of each contract year, the District shall reimburse the Superintendent for up to ten (10) unused vacation days, using the Superintendent's current daily rate of pay. In the event the Superintendent retires from TRS during the term of this Contract, the District shall reimburse the Superintendent for any unused vacation, local or state leave days at the Superintendent's daily rate of pay. The Superintendent's daily rate of pay shall be calculated by dividing the Base Salary in Section 5.1 by 230 duty days. Amounts paid by the District for reimbursement of unused vacation days shall not be reported to TRS as creditable compensation. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts.

- 5.10 **Supplemental Retirement Plan.** Annually during the term of this Contract, the District shall add to the salary of the Superintendent the amount of Eighteen Thousand Dollars and NO/100 (\$18,000.00), at the beginning of the Contract year (“Additional Salary”). 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 TRS. No payments under this Section shall be made after the Superintendent’s employment terminates.
- 5.11 **Longevity Stipend.** As an incentive to encourage the Superintendent to remain in the District, the District shall pay the Superintendent an amount equal to Ten Percent (10%) of the Superintendent’s Base Salary as reflected in Section 5.1. This amount shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as “creditable compensation” by the District for purposes of TRS. No payments under this Section shall be made after the Superintendent’s employment terminates.
- 5.12 **Outside Consulting Activities.** The Superintendent may serve as a consultant, undertake speaking engagements, writing, lecturing, teaching or other professional duties and obligations that do not conflict or interfere with the Superintendent’s duties and responsibilities under this Contract or to the District. The Superintendent may accept a reimbursement of expenses and/or an honorarium for such consulting services. Consulting services provided by the Superintendent under this Section must be consistent with state and federal law.
6. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent with pay without pay during the term of this Contract for good cause as determined by the Board.
7. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21.
8. **General Provisions.**
- 8.1 **Amendment:** This Contract may not be amended except by written agreement of the

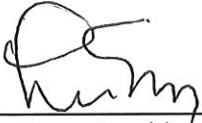
Parties.

- 8.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 8.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract upon the start of the Contract term, July 1, 2025. This Contract constitutes the entire agreement between the Parties.
- 8.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.
- 8.5 **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.
- 8.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice or have had the opportunity to consult with legal counsel in the negotiation and execution of this Contract.
9. **Notices.**
- 9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.
- 9.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent: 

Date signed: 2/3/25

By: 
Lance Stacy, President
Lake Dallas ISD Board of Trustees

Date signed: 2/3/2025