

## INTERIM SUPERINTENDENT CONTRACT

The BOARD OF TRUSTEES ("Board") of the Lake Travis Independent School District ("District") appoints the undersigned, Steve Flores, Ph.D. (the "Employee"), as Interim Superintendent and the Employee agrees to following terms and conditions (the "Agreement"):

1. Appointment and Position: The Employee shall begin serving the District as Interim Superintendent beginning February 28, 2025.
2. Term, Compensation, and Benefits: The Employee agrees to serve the District as Interim Superintendent until a permanent Superintendent is hired or until notice is given to terminate this Agreement in accordance with the terms of this Agreement.
  - A. The Board shall compensate the Employee for services rendered and expenses incurred in the aggregate amount of \$1,440.00 (ONE THOUSAND, FOUR HUNDRED FORTY AND 00/100 DOLLARS) per day worked.
  - B. The Employee shall work the same work service calendar as "224 work day" administrators in the District. Employee will receive no other benefits as an employee of the District and is responsible for his own health insurance benefits.
  - C. Fifty (50) percent of such compensation as provided in Paragraph 2.A. shall be paid through the District payroll account and subject to Federal Withholding.
  - D. By the last day of each month of service, the District shall contribute to a Supplemental Retirement Plan for the benefit of the Employee in an amount equal to fifty (50) percent of compensation provided in Paragraph 2.A. as an employer contribution to a Supplemental Retirement Plan for the benefit of the Employee. The contributions to the Supplemental Retirement Plan and earnings thereon shall at all times be vested with the Employee.
    - a. The Supplemental Retirement Plan shall consist of a plan established under Section 403(b) of the Internal Revenue Code (the "Code"), a plan established under Section 401(a) of the Code, and a plan established under Section 457(b) of the Code.
    - b. The 403(b) and 401(a) plans shall be established as employer-paid plans with non-discretionary contributions by the District and the Employee 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.
    - c. The funds for the 403(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.

- d. Contributions to the Supplemental Retirement Plan 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 Employee as taxable compensation. However, the Employee 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.
3. Reimbursements: The District will not reimburse Employee for expenses except as described in Paragraph 2 above, or as approved in advance by the President of Board of Trustees. Reimbursement of Board-approved expenses, if any, will be handled in the same manner as for other Lake Travis ISD professional staff members and in accordance with District policy.
4. Duties and Responsibilities: The Employee shall at all times comply with state and federal law and District policies, rules, regulations, and administrative directives, as they exist or may be amended. The Employee shall faithfully perform to the satisfaction of the District all duties as assigned.
5. Scope of Authority: While serving in this interim capacity, the Employee's primary focus shall be on day-to-day management of the District. If the Employee contemplates any long-term or multi-year District commitments (including significant hiring decisions for senior personnel, multi-year vendor contracts, or major capital expenditures), the Employee shall consult and collaborate with the Board prior to finalizing such commitments, ensuring they align with the District's long-term goals and governance structure.
6. Public Communications: The Employee shall keep the Board informed of any substantial media inquiries, major public statements, or significant District announcements. If a public statement concerns policy matters or significant District issues, the Employee shall consult with the Board President or designee beforehand, unless an emergency or legal requirement necessitates immediate response.
7. Conflicts of Interest and Outside Employment: The Employee shall not accept outside employment that interferes with the full and faithful performance of the duties specified herein, nor shall the Employee engage in activities that create a conflict of interest. Any consulting, speaking engagements, or other outside professional work requires prior written approval from the Board.

8. Certification: The Employee represents that they either hold a valid Texas Superintendent certification or have obtained a waiver from the Texas Education Agency. If, during the term of this Agreement, the Employee's certification or waiver lapses, expires, or is revoked, this Agreement shall be subject to immediate termination at the Board's discretion.
9. Transition Obligations: The Employee shall cooperate with and assist the District and the permanent Superintendent during the transition period. This includes, but is not limited to, making records available, providing status reports on pending matters, and performing other actions reasonably necessary to ensure a smooth transfer of leadership.
10. Chapter 21 Non-Applicability: The Parties agree that the Employee, as Interim Superintendent, is not employed under a Texas Education Code Chapter 21 term or continuing contract. Nothing in this Agreement alters the at-will status set forth in Section 11.
11. Termination of Agreement: This Agreement is at-will and may be terminated by either party at any time for any reason, or no reason, with a fifteen (15) day written notice.
12. Applicable Law and Severability: This Agreement is subject to all applicable federal and state laws, rules, regulations, and the District's Board Policy. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the Agreement.
13. Venue and Governing Law: In any legal proceeding related to the interpretation or breach of this Agreement, the Agreement shall be governed and interpreted by Texas law. Venue for any dispute concerning this Agreement shall be Travis County, Texas.
14. Entire Agreement: The Parties agree that this Agreement combines all prior agreements and representations concerning employment of the Employee into one document. This Agreement supersedes all prior agreements and representations concerning employment. No amendments to this Agreement shall be binding unless authorized by the Board, reduced to writing, and signed by both parties. This Agreement represents the totality of the compensation which shall be provided to the Employee.

**(Signature Page Follows)**

**BY THEIR SIGNATURES BELOW**, the Parties hereby agree to and execute this Agreement, effective as of the date set forth below.

By: Steve Flores 2/26/25  
Steve Flores, Ph.D., Interim Superintendent Date

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: Erin Archer 2/26/25  
Erin Archer, President, Board of Trustees Date