

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS
COUNTY OF PARKER §

THIS Superintendent's Employment Contract ("Contract") is made and entered into effective as of January 1, 2017, by and between the Board of Trustees, (hereinafter referred to as the "BOARD") of the Millsap Independent School District (hereinafter referred to as the "DISTRICT"), and Deann Lee (hereinafter referred to as the "SUPERINTENDENT").

I.

TERM OF EMPLOYMENT

The Board, by and on behalf of the District, does hereby employ the Superintendent under Section 21.201 et seq. of the Texas Education Code as Superintendent of the District, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term commencing on January 1, 2017 and ending on June 30, 2020. The District may, by action of the Board, and with the written consent and approval of the Superintendent, extend or renegotiate the Contract to a term permitted by state law. This Contract creates no property interest of any kind beyond the period of time stated in the Contract.

II.

EMPLOYMENT

2.1 **Duties.** The Superintendent shall be the chief executive officer and educational leader of the District and shall administer the School District in accordance with all lawful Board directives, state and federal law, and District policy, rules and regulations, as they exist or may hereafter be amended, such laws, policies, rules, and regulations being expressly made a part of this Contract; provided, that except as may be required by law, the Board shall not adopt any policy, rule or regulation, or promulgate any directive, that materially impairs or reduces the Superintendent's duties and authority as described in this Contract without the prior written consent of the Superintendent. 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, reassignment, and evaluation of all personnel other than the Superintendent;

- c. 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;
- d. Initiate the termination or suspension of an employee's employment or the non-renewal of an employee's term contract;
- e. Manage the day-to-day operations of the District as its administrative manager;
- f. 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;
- g. Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies;
- h. Develop appropriate administrative regulations to implement policies adopted by the Board;
- i. Provide instructional leadership for the attainment of student performance based on the academic excellence indicators adopted by the State Board of Education and other indicators adopted by the Board;
- j. Organize the District's central administration; and,
- k. Communicate and collaborate with all members of the Board.

The Superintendent shall perform her duties for the District to the best of her ability. 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 Board Meetings. The Superintendent or the Superintendent's designee shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, and shall participate in the deliberations of the Board on all matters with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, the Superintendent's salary and benefits as set forth in the Contract and/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.

2.3 Board Committee Meetings. The Superintendent or the Superintendent's designee shall be an ex-officio member of all committees of the Board and shall attend all Board Committee Meetings and Board-authorized and approved citizen committee 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.

2.4 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.

2.5 Professional Certification. The Superintendent shall at all times 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 Texas Education Agency.

2.6 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.7 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 the 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 her will depend on the terms of the applicable insurance contract. To the extent this Section 2.7 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 2.7 shall survive the termination of this Contract.

III.

COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED TWELVE THOUSAND AND NO/100 DOLLARS (\$112,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

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. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

3.3 Other Benefits

3.3.1 **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. The District agrees to pay the actual and incidental costs incurred by the Superintendent for the reasons of District-related travel to destinations outside of Parker County; such costs may include, but are not limited to, gasoline, mileage, hotels and accommodations, meals, rental car and other expenses incurred in the performance of the business of the district.

3.3.2 **Medical Insurance.** The District shall pay health insurance premiums for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

3.3.3 **Vacations, Holiday, Sick Leave.** The Superintendent shall be privileged to take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees 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 times or times as will least interfere with the performance of the Superintendent's duties as set forth in the Contract. Accrued but unused vacation days, up to a maximum of 10 days annually, 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 days at the Superintendent's daily rate of pay as of the payment date. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The term "legal holiday(s)" includes days for which the District's central administration office is closed. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.

3.3.4 **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 active attendance and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall also encourage the participation of the Superintendent in pertinent education seminars and courses by public or private institutions or by educational associations, as well as the participation in the 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 District shall permit a reasonable amount of

release time for the Superintendent, as the Superintendent and Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to the Texas Association of School Business Officials, Association for Supervision and Curriculum Development, American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships which the Superintendent and Board mutually agree are necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance or membership.

3.3.5 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs including Chamber of Commerce and civic clubs. 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.

3.3.6 Outside Employment and Consultant Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "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. Any outside employment of the Superintendent requires Board approval in advance of accepting such employment. If approved, the Superintendent understands and agrees to use accrued vacation for periods of absence.

3.3.7 Cell Phone Allowance. Due to the nature and duties of the Superintendent as the Chief Administrator and Executive Officer of the District, and in lieu of telephone expense reimbursement, the District shall provide the Superintendent with a cell phone allowance in the sum of \$100.00 per month to be paid each month in a lump sum payment.

3.3.8 Employee Benefit Plans. The Superintendent shall be entitled to participate in 401(a) and 457 Employee Benefit Plans established by the District under the same terms and conditions set out in the plan document for such plans applicable to all employees of the District. The Superintendent may participate in a salary reduction agreement with the District as provided by Section 403(b) of the Internal Revenue Code and guidelines established by the Texas Teacher Retirement System.

3.3.9 Technology Provision. The District shall provide a personal laptop computer for the Superintendent's business and personal use.

3.3.10 **Automobile – Allowance.** The Board shall provide the Superintendent with an automobile allowance for in District travel in the sum of Five Hundred and No/100 Dollars (\$500.00) per month. In addition to the allowance provided herein, the Board shall reimburse the Superintendent for out of District travel incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. Superintendent may use of one of the District's vehicles for private transportation of the Superintendent to any and all District-related business functions outside of the District where ground transportation is required.

IV.

PHYSICAL CONDITION AND DISABILITY

4.1 **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 examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position. The health care professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the functions of the job. These reports will be maintained as confidential medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.

V.

ANNUAL PERFORMANCE GOALS

5.1 **Annual Goals.** 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.

5.2 **Performance Criteria.** The goals developed by the Superintendent and approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in implementing these goals.

VI.

REVIEW OF PERFORMANCE

6.1 **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent on or before January 31 each year during the

term of this contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent and the goals and objectives approved by the Board for the year of evaluation.

6.2 **Confidentiality.** The evaluation of the Superintendent shall at all times be conducted in executive session unless a public hearing is requested by the Superintendent, and the evaluation and information concerning the evaluation, of whatever nature, shall be considered confidential information, as provided 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.

6.3 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that 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. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within (30) 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. It is also agreed that the Superintendent and the Board will hold at least a semi-annual evaluation conference with a format agreeable to both sides. 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 a new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VII.

RENEWAL/NONRENEWAL OF EMPLOYMENT CONTRACT

7.1 **Renewal.** Following the annual evaluation of the Superintendent, the Board may consider renewal of the Superintendent's contract. It is the intent of the parties that the contract be a continuing three-year rolling period which provides that one year be added to the contract after the completion of a favorable annual evaluation.

7.2 **Non-renewal.** Non-renewal shall be in accordance with Board policy and applicable state and federal law, and the Superintendent shall be afforded all applicable rights as set forth in Board policies and state and federal law.

7.3 **Non-Renewal Procedure.** In the event the Board proposes to not renew this Contract, the Superintendent shall be afforded all applicable rights as set forth in the Board's policies and state and federal law.

VIII.

TERMINATION OF EMPLOYMENT CONTRACT

8.1 **Mutual Agreement.** This Contract shall be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

8.2 **Retirement, Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

8.3 **Resignation.** The Superintendent may relinquish the position and duties of the Superintendent and leave the employment of the District at the end of any school year without penalty, provided the Superintendent submits a resignation in writing to the Board forty-five (45) days prior to the first day of instruction of the following school year.

8.4 **Dismiss for Good Cause.** The Board may dismiss the Superintendent at any time for good cause. The term "good cause" is defined as follows:

- 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 or failure of the District to make measurable progress towards the goals stated in the District improvement plan; 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, inefficiency or failure;
- 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;
- e. Neglect of duties;
- f. The possession, use, or being under the influence of alcoholic beverages while on District property, or drunkenness or excessive use of alcoholic beverages at any time;
- 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 meet the District's standards of professional conduct;
- j. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development
- k. Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- l. 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;

- m. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's activities;
- o. Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- p. Failure to fulfill requirements for superintendent certification;
- q. Failure to report to the Board any arrest, conviction or deferred adjudication for any felony or any crime involving moral turpitude as required by District policy; or
- r. Any other reason constituting "good cause" under Texas law.

8.5 **Termination Procedure.** In the event that the Board terminates this Contract, the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

IX.

MISCELLANEOUS

9.1. **Controlling Law.** The Contract shall be governed by the laws of the State of Texas and shall be performable in Parker County, Texas. Venue for any legal action arising under this Contract shall be in a court of competent jurisdiction in Parker County, Texas, unless state or federal law requires a different venue.

9.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

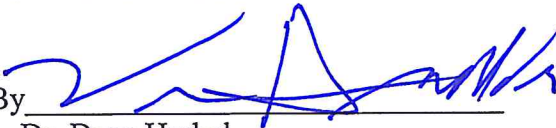
9.3 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

9.4 **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 provision 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.

EXECUTED on this the 23rd day of January, 2017.

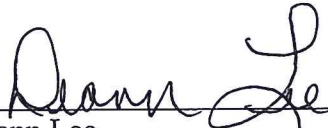
MILLSAP INDEPENDENT
SCHOOL DISTRICT

By



Dr. Dene Herbel
President, Board of Trustees

SUPERINTENDENT



Deann Lee

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