

# LINDALE ISD

## SUPERINTENDENT CONTRACT

THE STATE OF TEXAS

COUNTY OF SMITH

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the **Lindale Independent School District** (the "District") and **Stan M. Surratt** (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 21 and Section 11.201(b) of the Texas Education code, have agreed, and do hereby agree, as follows:

### 1. TERM

1.1 Employment. 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 for a term of three (3) years, beginning on July 1, 2021, and ending on June 30, 2024 . The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this agreement as permitted by state law.

1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

### 2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the district as prescribed in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor and attention to performing his duties.

2.2 Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records, medical

records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any material and intentional misrepresentation may be grounds for dismissal.

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

2.4 Consultant Activities. The Superintendent agrees to devote his time, skill labor and attention to performing his duties, but may, with permission of the board, undertake consulting work, speaking engagements, lecturing, training and other professional duties that do not conflict or interfere with the Superintendent's professional responsibilities to the District.

2.5 Professional Growth. The Board encourages the Superintendent to attend, actively participate in, and/or join professional and civic organizations at the local, state and national levels. The Superintendent may attend and participate in appropriate professional organization meetings with prior Board approval. Reasonable and necessary expenses associated with the attendance at said meetings shall be reimbursed by Lindale Independent School District. The District shall also pay membership fees and dues of the Superintendent to the Texas Association of School Administrators and to one local civic organization.

2.6 Board/Superintendent Relations. The members of the Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall investigate and respond to the Board concerning all such matters referred to him in a reasonable and timely manner.

2.7 Medical Examination. The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent once a year and to obtain a statement certifying that the Superintendent is physically able to perform his essential job functions with or without reasonable accommodation. This statement shall be filed with the president of the Board.

### **3. COMPENSATION**

3.1 Salary. The District shall provide the Superintendent with an annual base salary in the sum of two hundred thirty-seven thousand four hundred seventy six dollars(\$237,476). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.

3.2 Salary Adjustments. At any time during the term of this Agreement, the Board may, in its discretion, review and adjust the compensation of the Superintendent, but in no event shall the Superintendent be compensated less for any one element of Section 3 Compensation, except by mutual agreement of the two parties.

3.3 Vacation, Holidays, Sick Leave. The Superintendent may observe the same legal holidays as provided by Board policy for other professional staff on 12-month contracts and shall be allowed the same number of days for vacation, sick leave, and/or personal leave as provided by Board policy for the professional staff on 12-month contracts. The Superintendent will seek Board approval for any vacations that will require the Superintendent to be absent from his office for a period of ten (10) consecutive working days. 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.

3.4 Insurance: The Superintendent will be provided the same insurance coverage and benefits as provided by the Board for other professional staff members. It will be the discretion of the Superintendent to participate in the District insurance plan.

3.5 TRS Supplement: The District shall supplement the Superintendent's annual salary by an amount equal to one-hundred percent (100%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") for the term of this Contract, with any extensions made by the Board for performance of Superintendent duties. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

#### **4. REVIEW OF PERFORMANCE**

4.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

4.3 Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed 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.

#### **5. RENEWAL OR NON-RENEWAL**

5.1 Renewal/Non-renewal. Renewal or non-renewal shall be in accordance with Board policy and applicable law.

## **6. TERMINATION OF EMPLOYMENT**

6.1 Mutual Agreement. This Agreement may 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. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Agreement without the written consent of the Board.

6.2 Death/Retirement. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent and terminate this Contract or suspend the Superintendent without pay at any time for good cause as determined by the Board.

6.4 Termination Procedure. In the event that the board terminates this Agreement for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

6.5 Resignation. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed no later than the 45<sup>th</sup> day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board at any other time.

## **7. PROFESSIONAL LIABILITY**

7.1 The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for

indemnifying and defending the Superintendent under this paragraph. This District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.

7.2 The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.

7.3 The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

## 8. MISCELLANEOUS

8.1 Cooperation. The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

8.2 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Smith County, Texas.

8.3 Amendment. This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

8.4 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.

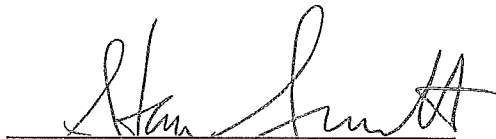
8.5 EXECUTED this, the 8th day of February, 2021.

### LINDALE INDEPENDENT SCHOOL DISTRICT

By:



Mike Combs, President  
LISD Board of Trustees



Stan M. Surratt  
LISD Superintendent