

SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS

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COUNTY OF GREGG

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THIS SUPERINTENDENT'S CONTRACT ("Contract") is made and entered into by and between the **Board of Trustees** (the "Board") of the **Longview Independent School District** (the "District") and **Dr. Marla Sheppard** (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 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E 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, 2024, and ending on June 30, 2027. 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.
- 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 is created by this Contract. Except as required by law, no contractual obligation, expectancy of continued employment, claim of entitlement, or property interest, express or implied, 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/or Board policy and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law including Texas Education Code ("Education Code" or "TEC"), sections 11.201(d), 11.1512 and 11.1513, 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, diligence, skill, and expertise and in a thorough, prompt, and efficient manner. Except as permitted by applicable law, the Superintendent agrees to devote her full time, skill, labor, and attention to the performance of her duties during the term of this Contract. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with state law, Board Policy and the professional role and responsibility of the Superintendent. The Board shall comply with state and federal law, District policies, procedures, rules, and regulations as they exist or may hereafter be amended.

- 2.2 *Professional Certification and Records.* The Superintendent shall, at all times during employment by the District, hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board for Educator Certification

and all other certificates required by law or Board policy. This Contract 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 Contract 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 express written consent.
- 2.4 *Residency.* The Superintendent must reside in the District within six months of employment. The parties may extend this timeframe upon mutual agreement.
- 2.5 *Moving Expenses.* The District will reimburse Superintendent for reasonable and necessary moving expenses, not to exceed \$10,000.00. A statement of expense and copies of receipts shall be submitted consistent with board policy and District practices.
- 2.6 *Technology.* Superintendent will be issued a District laptop computer to be used for personal and professional use in performing all duties and responsibilities necessary, which shall be returned upon contract expiration. The District shall provide the Superintendent with other technology devices for the Superintendent's professional and personal use, consistent with Board policy and District practices. The Superintendent understands that information stored in her cell phone, computer or other device is subject to public disclosure if such information is related to the public business of the School District or to her duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other device, whether owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on such devices shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.
- 2.7 *Consultant Activities.* The Superintendent may 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 as mutually agreed upon by the Board and the Superintendent and in accordance with applicable law, including TEC §11.201(e).
- 2.8 *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 necessary to maintain and improve the Superintendent's professional skills. The Board shall permit a reasonable amount of release time for the Superintendent to attend such seminars, courses or meetings, as the Superintendent and the Board deem appropriate. The District shall pay the Superintendent's membership dues to such organizations selected by the Superintendent. The District shall bear the reasonable cost and expense for attendance at out-of-District conferences and meetings attendant to such memberships, including registration fees, travel, meals, lodging, and other related expenses.

- 2.9 *Civic Activities.* The Board encourages the Superintendent to become a member of and participate in community and civic affairs when such participation will not conflict or interfere with the Superintendent's professional responsibilities to the District. This may include 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 and shall reimburse the Superintendent for the cost of membership and related travel outside of the District.
- 2.10 *Board/Superintendent Relations.* The Board and Superintendent will work cooperatively as a Team of Eight consistent with applicable law, District policy and Board Operating Procedures. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention, by employees, students or members of the public, to the Superintendent for review and appropriate action in accordance with District policy and Board Operating Procedures.
- 2.11 *Attendance at Board Meetings.* The Superintendent shall attend all meetings of the Board, both public and closed, except for those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, 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 may attend such meetings at the request of the Board. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide verbal or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.
- 2.12 *Superintendent Academy and Executive Coaching Network.* The Superintendent shall, within the first twelve months of employment, complete both the First-Time Superintendent's Academy and the Executive Coaching Network through the Texas Association of School Administrators ("TASA"), with any cost born by the District. Evidence of enrollment shall be presented to the Board within the first 30 days of hire; evidence of meeting all course requirements shall be presented within 30 days of course completion. After the first year of the Contract, the Board shall, during the term of this Contract, including any extensions thereof, pay or reimburse the Superintendent for the cost of the Superintendent's participation in the TASA Executive Coaching Program, subject to advanced Board approval.
- 2.13 *Team Building Retreat.* The Superintendent shall, within the first 100 days of employment, schedule and attend a team building retreat with the Board off site but within the LISD attendance boundaries. The Superintendent shall attend a team building retreat with the Board, annually, during the term of her employment as Superintendent.

3. COMPENSATION

- 3.1 *Salary.* The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Seventy-Five Thousand and No/100 Dollars (\$275,000.00). The annual salary rate shall be paid in equal monthly 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 in Section 3.1 of this Contract except by mutual agreement of the two parties.

- 3.3 *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 in accordance with applicable Board policies and administrative regulations.
- 3.4 *Employee Leave.* The Superintendent shall observe the same legal holidays and shall be allowed the same number of non-duty days and days for personal leave as provided by Board policy for other professional staff on 12-month contracts, the days to be taken in a single period or different times. The leave days taken by the Superintendent, whether in a single period or at different times, will be taken at such time or times as will not substantially interfere with the performance of the Superintendent's duties and as approved by the Board.
- 3.5 *Health Insurance.* The District shall provide health and medical benefits for the Superintendent on the same basis as provided to its full-time administrative employees pursuant to the group health care plan(s) and related benefits provided by the District.
- 3.6 *Consulting Services to District Prior to Term.* The Board and Superintendent agree that prior to July 1, 2024, the Superintendent may provide consulting services to the District. For each day the Superintendent works as a consultant, as mutually agreed by the Superintendent and Board President, the District shall pay the Superintendent One Thousand Dollars (\$1,000.00). Further, the District will pay or reimburse the Superintendent for reasonable and necessary costs incurred by the Superintendent for travel to the District, lodging and meals while performing these consulting duties.
- 3.7 *Benefits.* In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent on the same basis as provided to its other full-time employees pursuant to state law and Board policies including, without limitation, any stipends/bonuses/incentives provided to other administrative employees of the District. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion

4. GOALS/REVIEW OF PERFORMANCE

- 4.1 *Development of Goals.* The Board shall work collaboratively with the Superintendent each year to prepare a list of goals for the District. The goals/metrics approved by the Board shall always be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals/Metrics 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.
- 4.2 *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. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description, as well as progress towards

accomplishing District Goals. This includes, as a primary consideration, a student performance domain reflecting the educational performance of the District.

- 4.3 *Evaluation Format and Procedure.* The evaluation format and procedure shall be in accordance with the Board's policies and state law. If 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 must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period to demonstrate such expected performance before being evaluated. 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 within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file.
- 4.4 *Confidentiality.* Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall always 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 OR SUSPENSION

- 6.1 *Mutual Agreement.* This Contract 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.
- 6.2 *Death/Retirement.* This Contract 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 for good cause in accordance with Board policy and applicable law.
- 6.4 *Suspension Without Pay.* For good cause, as determined by the Board, the Board may suspend the Superintendent without pay for a period not to extend beyond the end of the school year pending discharge or in lieu of termination in accordance with applicable 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 45th 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, to the extent it is permitted to do so by applicable law, including but not limited to Texas Civil Practice & Remedies Code Chapter 102, indemnify, defend, and hold the Superintendent harmless from any claims, demands, duties, actions or other legal proceedings made against the Superintendent, or damages, including court costs and attorney's fees, incurred by the Superintendent in her 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 her duties as Superintendent of the District, excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract held either by the District or by the Superintendent. This paragraph does not apply if the Superintendent is determined by a court of competent jurisdiction 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. 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. This paragraph shall survive the expiration of Superintendent's employment.
- 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 parties to each other in any such proceedings.
- 7.3 During the term of this Contract, 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.
- 7.4 After termination of this Contract, the Superintendent agrees to provide 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 his/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 a mutually agreeable rate. 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. The Superintendent's availability and consultation, under the terms and conditions of this Section, will be subject to any reasonable request for consultation not interfering with the

Superintendent's then-current employment. This Section does not apply when the Superintendent is providing deposition or trial testimony as a co-defendant or fact witness.

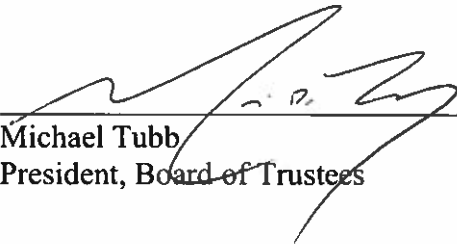
8. MISCELLANEOUS

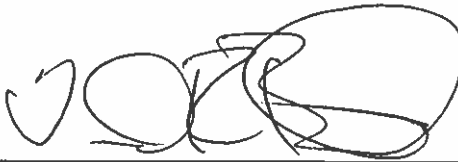
- 8.1 *Controlling Law.* This Contract shall be governed by the laws of the State of Texas and shall be performable in Gregg County, Texas. Venue of any action brought pertaining to this Contract shall be in Gregg County, Texas.
- 8.2 *Amendment.* This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.
- 8.3 *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, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 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 *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 *Entire Agreement.* All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term herein 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.

[signatures to follow]

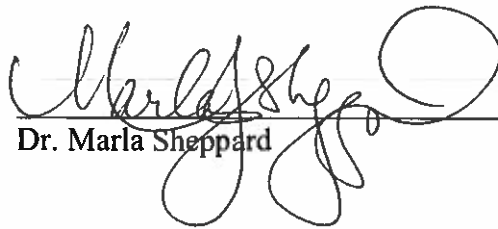
APPROVED by the Longview ISD Board of Trustees on the 25th day of June, 2024.

LONGVIEW INDEPENDENT SCHOOL DISTRICT

By: 
Michael Tubb
President, Board of Trustees

By: 
Mr. Ted Beard
Secretary, Board of Trustees

SUPERINTENDENT


Dr. Marla Sheppard