
**Superintendent Term Contract
2018**

This Contract is entered into between the Board of Trustees (the “Board”) of Elkhart ISD (the “District”) and Dr. Lamont Smith (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 August 21, 2018 and ending August 21, 2021. 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.
3. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:
 - 3.1 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
4. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
 - 4.1 **Salary.** The District shall pay the Superintendent an annual salary of one hundred eighteen thousand dollars and no cents. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board’s policies.
 - (a) **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 4.1 of this Contract (inclusive of Subsection 4.1(b)). Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract, and such adjustment shall be exclusive of any insurance policy or other benefits, unless specifically provided in the addendum or new

contract.

- (b) **Eligibility for Stipends.** The Superintendent shall also, when eligible under Board-adopted criteria, be paid the same amount of any one-time payments and stipends to the District's staff as approved by the Board.

4.2 Benefits

- (a) The District shall provide insurance benefits to the Superintendent as are provided by state law and Board policies, including the same health insurance premium contributions that are provided to all District employees. The Board reserves the right to amend its policies at any time during the term of this Contract to increase these benefits, at the Board's sole discretion.
- (b) The District shall provide sick leave and vacation leave benefits to the Superintendent as are provided by state law and Board policies to other full-time District employees.

Vacation leave days may be taken in a single period or at different times. However, the Superintendent shall ensure that such leave will be taken at such time or times as will not interfere with the performance of the Superintendent's duties as set forth in this Contract. Vacation leave days not taken in the year in which they accrue can be accumulated.

- 5. **Indemnification.** To the extent it may be permitted to do so 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 the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings currently pending or subsequent hereto brought against the Superintendent in his individual capacity or his official capacity as an employee and the Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses or attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent and as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demand, claims, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Superintendent committed official misconduct, or criminal conduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings, nor to any investigations or proceedings in which the District and the Superintendent are adverse to each other; 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 the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also the District's legal

counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this sections exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code Chapter 102, it shall be construed and modified accordingly. 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. Both the District's obligation and the Superintendent's obligation shall continue after the termination of this Agreement.

5.1 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the District.

5.2 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 of the superintendent's choice. 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 also pay for the Superintendent's membership dues to professional organizations as the Superintendent deem appropriate.

6. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent with pay during the term of this Contract for good cause as determined by the Board.
7. **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
8. **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.
9. **General Provisions.**

9.1 Amendment: This Contract may not be amended except by written agreement of the Parties.

- 9.2 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.
- 9.3 Agreement:** All existing verbal agreements, between the Parties regarding the employment of the Superintendent are superseded by this Contract.
- 9.4 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.
- 9.5 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.
- 9.6 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.

10. Notices.

- 10.1 To Superintendent:** The Superintendent agrees to keep a current address on file with the District's business 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.
- 10.2 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:

Elkhart Independent School District Attest:

By: 

Kevin Bush, President, Board of Trustees

Date signed: 8-20-2018

By: 

Krispen Rucker, Secretary, Board of Trustees

Date signed: 8-20-2018

Superintendent: 
Lamont Smith Ed.D.

Date signed: 8-20-2018