

**GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT**

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

**2021-2025**

**LINDA ELLIS**

THIS AGREEMENT is by and between the Board of Trustees (the "Board") of the Grand Prairie Independent School District (the "District") and LINDA ELLIS (the "Superintendent") (this "Contract").

**W I T N E S S E T H:**

For and in consideration of the terms hereinafter established and pursuant to Section 11.201 (b) of the Texas Education Code ("Code"), the Board and the Superintendent do hereby agree as follows:

**I. 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. This Contract was approved by the Board at a called meeting on January 28, 2021. Superintendent's employment as Superintendent under this Contract shall be through June 30, 2025. The Board hereby expressly waives any policy, including but not limited to BJC (LOCAL), concerning the length of the term of this Contract. 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 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.

**II. EMPLOYMENT**

- 2.1 Duties. The Superintendent is the education leader and chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by law, in the job description for the Superintendent, and as may be assigned by the Board. The Superintendent 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.
- 2.2 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 and all other certificates required by law or a valid waiver of same. If holding the position pursuant to a waiver, the Superintendent must be making meaningful progress towards obtaining a valid superintendent certificate. The Superintendent must report to the

Board monthly the progress made toward obtaining a certificate.

- 2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without her express written consent.
- 2.4 Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of the Superintendent's Contract or evaluation; the appointment, evaluation, duties, or discipline of or complaints or charges against individual Board members; or any other closed session item to which the Board feels that the Superintendent's attendance is not necessary.
- 2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.
- 2.6 Outside Compensation. The Superintendent may engage in teaching, writing, speaking, and other engagements with third parties outside the District for additional compensation to the Superintendent, upon prior notice to the Board of Trustees, when the engagement does not present an actual or potential conflict of interest with the District or interfere with the Superintendent's performance of her duties to the District.
- 2.7 Indemnification. The District shall defend, hold harmless and indemnify the Superintendent regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of the Superintendent's duties as Superintendent of the District, to the extent and to the limit permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct. The District may, at its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract, so that any claim, suit, etc., filed after termination of this contract but applicable to a time the Superintendent was employed by the District, will be covered by this section.
- 2.8 Representations. As represented during the superintendent search process, the Superintendent reaffirms the following representations:
- 2.8.1 The Superintendent represents that she has disclosed to the Board, in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony or an offense involving moral turpitude. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition of this Contract.

2.8.2 The Superintendent agrees that, during the term of any Contract with the District,

she will notify the Board, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony or an offense involving moral turpitude. The Superintendent agrees to provide such notification within seven calendar days, or any shorter period specified in policy of the Board.

- 2.8.3 The Superintendent represents that any required records or information provided in her resume and other materials submitted by the Superintendent to the Board in support of her consideration for the position of Superintendent are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the resume and supporting materials may be grounds for termination or nonrenewal, as applicable.

### III. COMPENSATION AND BENEFITS

- 3.1 Salary. The District shall provide the Superintendent with an annual salary, the amount of which shall be approved in the annual budget. This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies for her service for each year. The Superintendent's annual salary under this Contract shall be \$264,500.00 effective May 26, 2020.
- 3.1.1 For each point the District's numerical grade under the current state accountability system the grade increases to a maximum of a score of 90, the Superintendent shall receive a bonus of \$8,500.00 per point over the course of her tenure. From year to year, the Superintendent will not receive a bonus for points already obtained.
- 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 as permitted by law, but in no event shall the Superintendent be paid less than the salary paid to the Superintendent for the previous twelve (12) months prior to any such adjustment in salary, except by the mutual agreement of the parties hereto. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.
- 3.2.1 Upon completion of the requirements for obtaining a superintendent's certificate, the Superintendent shall receive an automatic increase in pay to \$280,000.00 beginning on the pay day following receipt of the certificate.
- 3.3 Expenses. The District shall pay or reimburse the Superintendent, in accordance with applicable Board policies or otherwise with prior approval of the Board, for reasonable actual expenses incurred by the Superintendent, including expenses for out-of-town travel, in the continuing performance of her duties under this Contract.
- 3.4 Insurance. The District shall make available to the Superintendent and her family, if eligible and insurable, group health, hospitalization, vision, and dental coverages available to other employees of the District.

- 3.5 Allowances. The District shall pay the Superintendent, for travel within the District, in addition to her salary, an automobile allowance in such amount as the Board approves in the annual budget, but in no event shall the Superintendent be provided an automobile allowance in an amount less than the Superintendent was provided over the previous twelve (12) months. The travel allowance under this Contract shall be Eight Hundred Dollars (\$800.00) per month.
- 3.6 Vacation. Superintendent shall be entitled to twenty ("20") days of vacation leave, with no more than 10 taken consecutively, and in accordance with current District operating policy applicable to other administrators, to be used within the Superintendent's discretion as long as such use does not interfere with the carrying out of her duties and obligations as Superintendent of the District. The Superintendent may accumulate accrued vacation days for periods in excess of that provided in operating policy upon request and approval by the Board.
- 3.7 Professional Growth. The Superintendent shall devote her 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 her active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for her to attend such seminars, courses or meetings, with notice to and approval of the Board. The District does hereby agree to provide in the District's budget during the term of the Contract for the benefit of the Superintendent, a professional development budget to be used for registration, travel, meals, lodging, and other related education expenses. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators and the American Association of School Administrators, as well as other memberships, with the Board's approval, as necessary to maintain and improve the Superintendent's professional skills.
- 3.8 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs. The reasonable actual dues expense of such activities, subject to Board approval, shall be borne by the District.
- 3.9 Computer. The District shall provide the Superintendent use of a laptop computer for the Superintendent's professional and personal use.
- 3.10 Retirement Benefit. Upon retirement from the District, the Superintendent shall be paid her daily rate of pay for all accumulated state and local days, not to exceed a maximum cap of 60 days.
- 3.11 Teacher Retirement System of Texas. For performance of Superintendent duties, the District

shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"), in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent beginning on January 28, 2021 and continuing for each payroll during the term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the IRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as "creditable compensation" to TRS, to the extent permitted by the IRS and law.

#### IV. ANNUAL PERFORMANCE GOALS

- 4.1 Development of Goals. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The final annual goals 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.

#### V. REVIEW OF PERFORMANCE

- 5.1 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. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in paragraph 2.1.
- 5.2 Confidentiality. The evaluation of the Superintendent shall at all times be conducted in executive 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 instrument with their respective legal counsel.
- 5.3 Evaluation Format and Procedure. The evaluation instrument, format and procedure shall be in accordance with the Board's policies and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified, such modification must be adopted at least one (1) year prior to its implementation.

#### VI. RENEWAL OR NONRENEWAL OF EMPLOYMENT CONTRACT

- 6.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

#### VII. TERMINATION OF EMPLOYMENT CONTRACT

- 7.1 Mutual Agreement. This contract may be terminated by the mutual agreement of the Superintendent and the Board, upon such terms and conditions as may be mutually agreed upon.
- 7.2 Retirement or Death. This contract shall be terminated upon the retirement or death of the Superintendent.

- 7.3 Dismissal for Good Cause. Pursuant to Section 21.212(d) of the Texas Education Code, the Board may dismiss the Superintendent at any time for good cause as determined by the Board.
- 7.4 Termination Procedure. In the event the Board terminates this Contract during the term for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

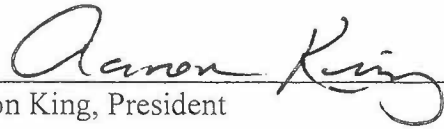
## VIII. MISCELLANEOUS

- 8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and performable in Dallas County, Texas.
- 8.2 Complete Agreement. This contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement or as expressly provided herein.
- 8.3 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Employment 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.
- 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. 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.

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EXECUTED this 28<sup>th</sup> day of January 2021.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
Aaron King, President

1-28-2021  
Date

  
\_\_\_\_\_  
Terry Brooks, Secretary

1-28-2021  
Date

SUPERINTENDENT

  
\_\_\_\_\_  
Linda Ellis

1/28/2021  
Date