
Superintendent Term Contract

This Superintendent Term Contract (“Contract”) is entered into between the Board of Trustees (the “Board”) of Midland Independent School District (the “District”) and Dr. Stephanie Howard (the “Superintendent”), effective January 16, 2024.

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent for a term beginning January 3, 2024 and ending June 30, 2029. 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. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, any offense involving moral turpitude, and any offenses set forth in Policy DH (LOCAL). The Superintendent agrees to provide such notification in writing within the period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information intentionally made, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **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:
 - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed in the job description, by law including sections 11.201(d), 11.1512 and 11.1513 of the Texas Education Code (“TEC”) and/or as may be lawfully assigned by the Board. The Board shall have the right to assign additional duties to the

Superintendent and to make changes in responsibilities or work at any time during the Contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended. The Board shall comply with state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended and shall provide the Superintendent an opportunity to present at a meeting an oral or written recommendation to the Board on any item that is voted on by the Board at the meeting. However, the Board is not bound by the Superintendent's recommendation.

4.3 **Notice of Employment Application:** The Superintendent shall inform the Board anytime the Superintendent is going to be interviewed for employment with another school district or other employer. The required notice to the Board shall be provided in writing within three calendar days of the date the Superintendent receives written or verbal notice of a scheduled interview.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

5.1 **Salary:** The District shall pay the Superintendent an annual salary of THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. 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 5.1 of this Contract except by mutual agreement of the two parties or as permitted by law, subject to any legal challenges by the Superintendent. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary. Subject to and without waiving any Constitutional and/or other legal challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Education Code Sections 21.4021 and/or 21.4032.

5.2 **Benefits:** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to other District employees by 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 such other benefits, at the Board's sole discretion.

5.3 **Communications Allowance:** The District shall provide the Superintendent with a communications allowance (to cover all expenses, if any, for mobile telephone, PDA

and home internet access expenses) in the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per month. The Superintendent shall maintain a personal account for mobile telephone service, PDA, and home internet access ("Personal Accounts") and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of the Personal Accounts and the District shall have no obligation or responsibility related to such Personal Accounts other than the monthly payment to the Superintendent of the communications allowance stated herein. The Superintendent understands that information stored in his/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 his/her duties as Superintendent.

- 5.4 **Civic Activities:** The Superintendent is encouraged to participate in community and civic affairs. 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 ("Leadership Activities"), provided that such responsibilities do not interfere with the performance of her duties as Superintendent. Prior to engaging in Leadership 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 expense of these civic activities shall be borne by the District.
- 5.5 **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. 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 pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent. The District shall pay for other memberships necessary to maintain and improve the Superintendent's professional skills, subject to Board approval and the District's budget. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership in accordance with the District's budget.
- 5.6 **Residence in District:** As a condition of employment with the Midland Independent School District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed as Superintendent by the District.
- 5.7 **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 travel outside the District in accordance with Board policy. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

- 5.8 **Automobile Allowance.** The District shall provide the Superintendent with an automobile allowance in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per month. This payment is in lieu of mileage expense reimbursement, gasoline, insurance, or other charges associated with any travel within the District boundaries. For travel outside the District's boundaries, the District shall reimburse the Superintendent as provided in Section 5.7 and District policy.
- 5.9 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, the greater of (i) fifteen (15) days of vacation annually or (ii) the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be taken in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will not substantially interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, the days to be taken in a single period or at different times. Vacation days accrue each year on July 1st. For the period beginning with the commencement of this contract term through June 30, 2024, the Superintendent shall earn vacation days at the prorated rate of 1.25 per month, or 7.5 vacation days total.
- 5.10 **Payment for Accrued but Unused Vacation Days:** On or before the end of each fiscal year during the Term of this Contract (June 30th), the District shall pay a lump sum to the Superintendent for up to fifteen (15) accrued but unused vacation days at the Superintendent's daily rate of pay. The Superintendent's daily rate of pay shall be calculated by dividing the Superintendent's TRS Creditable Compensation by the number of duty days each Contract year (226). The Superintendent shall not be allowed to carry over any accrued vacation days to the following fiscal year. If the Superintendent separates from employment with the District prior to her last duty day of the year, the District's lump sum payment shall be prorated based on the number of vacation days accrued by the Superintendent based on actual time employed during that year.
- 5.11 **Texas Teacher Retirement System Supplement:** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as

applicable. This additional salary supplement for services rendered 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.

6. **Suspension.** In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

7. **Termination and Nonrenewal of Contract.**

- 7.1 **Extension/Nonrenewal:** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

- 7.2 **Termination:**

- 7.2.1 **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.

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

- 7.2.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause pursuant to Texas Education Code Chapter 21.

- 7.2.4 **Termination Procedure.** If the Board proposes to terminate and/or terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

- 7.2.5 **Resignation of Superintendent.** 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 not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

8. **General Provisions.**

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

- 8.2 **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.

- 8.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written,

between the Parties regarding the employment of the Superintendent for the term set forth herein are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.

- 8.4 **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.
- 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 **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.
- 8.7 **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. **Notices.**

- 9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources 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.
- 9.2 **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.

10. **Employment.**

- 10.1 **Reassignment:** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

- 10.2 **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 subject to the Board's approval. 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.
- 10.3 **Liability Insurance:** The District's Professional Liability insurance policy provides coverage for the Superintendent, as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract and shall be maintained for a sufficient period to provide coverage for claims raised after the term of the Contract but which arose from acts during the Contract term.
- 10.4 **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 and shall be based on the District's progress towards accomplishing the District Goals (defined below).
- 10.5 **Confidentiality:** Unless the Superintendent expressly requests otherwise in writing, 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 with their respective legal counsel.
- 10.6 **Evaluation Format and Procedures:** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. If 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 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. 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 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.
- 10.7 **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 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 him will depend on the terms of the applicable insurance contract. To the extent this Section 10.7 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 10.7 shall survive the termination of this Contract.

10.8 Development of Goals. The Board shall work collaboratively with the Superintendent each year to prepare a list of goals for the District. 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. The goals 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 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.

11. Authority. The Board of Trustees has been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on January 16, 2024.

(Signature Page follows)

I have read this Contract and agree to abide by its terms and conditions:

Superintendent: Stephanie Howard
Dr. Stephanie Howard

Date signed: 1/22/24

By: Tommy Bishop
Tommy Bishop, President
Midland ISD Board of Trustees

Date signed: 1/26/2024