

LEANDER INDEPENDENT SCHOOL DISTRICT
EMPLOYMENT CONTRACT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Contract ("Contract") is by and between the Board of Trustees ("Board") of the Leander Independent School District ("District") and Bret Champion ("Superintendent").

WITNESSETH:

WHEREAS, at a meeting of the Board of the District on January 17, 2008, the Superintendent was initially offered employment as Superintendent of Schools, and

WHEREAS, the Superintendent accepted the initial offer of employment in this position on January 17, 2008;

NOW, THEREFORE, pursuant to the authority of Section 11.201 of the Texas Education Code and the general laws of the State of Texas, the Board and the Superintendent agree as follows:

1. TERM

1.1 The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District under this Contract for a term commencing on December 5, 2013, and ending on January 31, 2017.

1.2 At any time during the term of this Contract, the Board may, in its sole discretion, extend the term of this Contract for additional years as authorized by law, with the Superintendent's acceptance of such extension. The Superintendent does not have a property or liberty interest, or any other legally recognized and protected interest or expectation, in such extension by the Board. In the event that the Contract is extended, the Superintendent's compensation and benefits will be as set forth herein, unless the parties agree to different compensation and benefits in the form of a written addendum or new contract.

2. EMPLOYMENT

2.1 **Duties.** The Superintendent is the chief executive officer of the District and shall faithfully perform the duties of Superintendent of Schools for the District as prescribed in the job description, and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal laws, and lawful District policies, rules, and regulations as they exist or may hereinafter be adopted or amended. Except as provided in the Contract, the Superintendent agrees to devote his time, skill and energy to the performance of these duties in a faithful, diligent and efficient manner. The Superintendent shall uphold high standards of professional ethics, shall fully support lawful policies of the Board, and shall promote community acceptance of the school program to the best of his ability.

2.2 **Professional/Civic Activities.** During the Superintendent's employment with the District, the Superintendent may attend and participate in appropriate professional meetings at the local, state, and national levels, and will be reimbursed by the District for the reasonable expenses for such attendance of the Superintendent in such organizations, from funds budgeted for that purpose by the Board. The Superintendent may hold offices or accept responsibilities in professional organizations, provided that such meetings, offices and/or responsibilities do not interfere with the performance of his duties as Superintendent. The Superintendent shall submit a quarterly report of such meetings and expenses to the Board.

2.3 **Writing, Teaching, and Speaking Activities.** The Superintendent shall be permitted to undertake writing, teaching, and speaking activities provided that these activities do not interfere with the performance of his duties as Superintendent. The Superintendent shall be allowed to retain any compensation received from these writing, teaching, and speaking activities. Except as provided in this Section, the Superintendent shall not undertake any consulting activities outside of the District. The Superintendent shall submit a quarterly report of such writing, teaching and speaking activities to the Board.

2.4 **Professional Certification and Records.** This Contract is conditioned on the Superintendent's obtaining and providing valid and appropriate certification, or other waiver, permit or authorization to act as a superintendent in the state of Texas as prescribed by the laws of the state of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification. The Superintendent must also file any other records required for the personnel files and for payroll purposes. Failure to provide necessary certification shall render this contract void, and any misrepresentation in the records shall be grounds for termination.

2.5 **Reassignment.** The Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent's written consent.

2.6 **Employment of Staff.** In accordance with Sections 11.201 and 11.1513, Texas Education Code, the Board by policy may delegate to the Superintendent the authority to determine the terms of employment with the District. Specifically, the Superintendent has been delegated the authority to employ all non-contract staff for positions authorized by the Board and provided for in the adopted budget, and to direct, assign, reassign and transfer all administrative, supervisory, professional and auxiliary staff in the manner which in his judgment best serves the District, subject to guidelines established in policy by the Board. Further, the Superintendent has been delegated the authority to terminate all non-contract staff. The Superintendent will inform the Board of his administrative actions on a regular basis and as requested by the Board. The Superintendent will notify the Board and seek its advice and counsel prior to any reorganization or restructuring of the organizational chart.

2.7 **Board Meetings.** Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Contract or the Superintendent's salary and benefits as set forth in this 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 President-approved absence, the Superintendent's designee shall attend meetings.

2.8 **Criticisms, Complaints and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention, other than those related to individual Board members or the Board as a whole, to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such action.

3. COMPENSATION AND SALARY

3.1 **Annual Base Salary.** The Superintendent shall be paid an annual base salary in the sum of \$ 220,288.14 for the first year of the term of this Contract, from December 5, 2013 through January 31, 2017.

3.2 **Salary Adjustments.** At any time during the term of this Contract, the Board may, and without the necessity of entering into a new contract, in its discretion, review and adjust the salary of the Superintendent, but in no event will the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual written agreement of the parties. Such adjustments, if any, will be in the form of a written addendum to this Contract or a new contract, and such adjustment shall be exclusive of any other benefits unless specifically provided in the addendum or new contract.

3.3 **Business Expenses.** The District will pay or reimburse the Superintendent for reasonable and necessary reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract from funds budgeted for that purpose by the Board. The District agrees to pay the reasonable and necessary actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, airline tickets, 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 policies, procedures and documentation requirements in accordance with Board policies and established procedures. Annually, the Superintendent's travel and business expenses will be subject to review by the District's independent auditors. In addition, the Superintendent shall submit a quarterly report of his business expenses to the Board.

3.4 **Automobile/Automobile Expense.** The District shall pay the Superintendent an amount of \$1,000 per month during the Superintendent's employment with the District to pay for a car, insurance, repair, maintenance, fuel and other expenses of operating a car. The Superintendent shall maintain liability insurance for his car of not less than the amount of \$250,000 (bodily injury liability – each person); \$500,000 (bodily injury liability – each accident); \$100,000 (property damage liability – each accident). This car may be used for personal and business purposes. This monthly payment shall be made in equal periodic payments at the same time as payment of the Superintendent's base salary. The Superintendent may be reimbursed for travel in his car outside of the Region 13 Education Service Center geographical area at the District's approved reimbursement rate for travel on District business outside of the District.

3.5 **Health, Disability, and Other Insurance.** Except as otherwise provided in this Contract, the District will pay for coverage for group health and hospitalization, dental and vision insurance for the Superintendent on the same basis as other 12-month administrative employees of the District. In addition, during the Superintendent's employment with the District, the Superintendent will purchase and maintain a policy for disability income protection insurance to provide 70 percent (70.00%) of the Superintendent's annual base salary as set out in Section 3.1 until the Superintendent reaches the age of sixty-five (65). The District will reimburse the Superintendent for payments in an amount reasonable and necessary to cover the premium cost for each policy.

3.6 **Information Technology/Communications Allowance.** The District shall pay the Superintendent an amount of \$200.00 per month during the Superintendent's employment with the District for an information technology/communications allowance to provide him with a portable cellular telephone and/or personal digital assistant (PDA) with nationwide coverage, computer, fax machine, internet communication, or any other technical equipment for the Superintendent's use at his home for District business and personal use. The portable cellular telephone, PDA and other technical equipment obtained by the Superintendent shall be compatible with the District's technology and communications systems. This payment shall be made in equal periodic payments at the same time as payment of the Superintendent's base salary.

3.7 **Membership Dues.** The District shall pay membership dues and fees on behalf of the Superintendent for his membership in the following professional education organizations: Texas Association of School Administrators, the American Association of School Administrators, the Texas Association of School Business Officials, the Association for Supervision and Curriculum Development, the Austin Area Research Organization, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership. In addition, with prior Board approval, the District shall pay membership dues and fees on behalf of the Superintendent for membership in other organizations that the Board determines will benefit the District. At least once annually, the Superintendent shall provide to the Board for review a list of organizations and amount(s) anticipated to be paid for such organizations for the coming budget year.

3.8 **Duty Days, Non-Duty Days and Holidays.** The Superintendent shall have the same number of non-duty days as other administrative personnel employed on 12-month contracts, plus an additional 10 non-duty days each year, and may use such non-duty days on the same basis as such other personnel at times that will least interfere with the performance of the Superintendent's duties. Except as provided in this Section, the Superintendent shall have the same duty days as other administrative personnel employed on 12-month contracts. Also, the Superintendent shall observe the same District holidays as those observed by other administrative personnel employed on 12-month contracts.

3.9 **Personal and Sick Leave.** The Superintendent shall have the same personal and sick leave benefits as authorized or required by state and federal law and Board policy for other administrative personnel employed on 12-month contracts, and may accumulate such days on the

same basis as such other personnel. Upon termination of employment, the Superintendent or his survivors shall be paid for up to 30 accumulated local personal leave days authorized by Board policy, but not any accumulated days authorized or required by state and federal law, at the Superintendent's then current daily rate of pay, to be calculated by dividing the Superintendent's base salary in accordance with Section 3.1 of this Contract by 226 days of service. Such payment shall be made in a lump sum, less applicable deductions including withholding taxes, within 30 days of the Superintendent's termination date.

3.10 Annual Physical Examination. The Superintendent shall undergo an annual physical examination performed by the Superintendent's primary care physician, or other physician selected by the Superintendent and approved by the Board President, such approval not to be unreasonably withheld. The physician shall submit a confidential statement to the Board President verifying the Superintendent's fitness to perform the essential functions of his job, and copies of all such statements shall be confidential to the extent permitted by law. The District shall pay the reasonable costs of each annual physical examination that are not covered by the District's group health plan.

3.11 Incentive and Performance Pay. At the time of the Superintendent's annual performance review, if the Board in its sole discretion determines that the Superintendent has made significant progress in meeting and/or accomplishing the priorities approved by the Board under Section 4.1 of this Contract, the Board may at its sole discretion, pay to the Superintendent an amount not to exceed the equivalent of five percent (5%) of the base salary set forth in Section 3.1 of this Contract.

3.12 Supplemental Retirement Plan. The District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent in an amount equal to 3% of Base Contract Salary per year. The District shall contribute to the Supplemental Retirement Plan on or before January 1 during the first year of the Plan and on or before January 1 during each subsequent year of the Plan. This Plan commences January 1, 2011 and continues for 5 years thereafter. The contributions to the Supplemental Retirement Plan and earnings thereon shall become vested according to the schedule below. Each annual contribution shall be subject to a 3 year cliff vesting schedule. A 3 year cliff vesting denotes zero (0) ownership by Superintendent for 3 years and 100% ownership after 3 years.

Example:

<u>Annual Contribution</u>	<u>Date Fully Vested</u>
January 1, 2011	January 1, 2014
January 1, 2012	January 1, 2015
January 1, 2013	January 1, 2016
January 1, 2014	January 1, 2017
January 1, 2015	January 1, 2018

The Supplemental Retirement plan shall be a plan established under Section 403(b) of the Internal Revenue code (the "Code"). The 403(b) Supplemental Retirement Plan shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The Superintendent shall have no ownership interest in contribution until such time that the Superintendent is fully

vested and must be actively employed by the District on the vesting date. The District retains full ownership of any non-vested portion of the Plan. The 403(b) plan shall be established under a written plan document that meets the requirements of the code and such document is hereby incorporated herein by reference. The funds for the 403(b) plan shall each be invested in a Guaranteed Interest Fixed Account until Superintendent becomes 100% vested. After Superintendent is 100% vested in contribution, the Superintendent may direct the investment vehicles as are allowed under the code for the applicable type of plan.

4. ANNUAL PERFORMANCE GOALS

4.1 **Development of Priorities.** During each year of this Contract, the Superintendent and the Board shall develop and submit for the Board's consideration and approval a proposed list of priorities within the Board's goals for the District. The priorities approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

4.2 **Review of Performance.** The Board shall evaluate and assess the performance of the Superintendent in writing at a mutually agreed upon time during each year of this Contract. The evaluation of the Superintendent shall at all times be conducted by the Board in closed session unless the Board and Superintendent agree that it shall be held in open 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. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and the annual priorities within the Board's goals.

4.3 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board 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 by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

5. TERMINATION OF EMPLOYMENT CONTRACT

5.1 **Mutual Agreement.** This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.

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

5.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- b. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other

written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;

- c. Insubordination or failure to comply with lawful Board directives;
- d. Willful failure to comply with written Board Policies or District administrative regulations;
- e. Neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages;
- g. Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. Conviction of a felony or crime involving moral turpitude;
- i. Failure to meet the District's standards of professional conduct;
- j. Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- k. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- l. Assault on an employee or student;
- m. Knowingly falsifying records or documents related to the District's activities;
- n. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- o. Failure to fulfill requirements for superintendent certification;
- p. Failure to fulfill the requirements of a deficiency plan;
- q. Any other reason constituting "good cause" under Texas law.

5.4 **Disability.** In the event the Superintendent shall become physically or mentally unable to perform the essential functions of his job as Superintendent, the Board, at its option, may terminate this Contract and the employment of the Superintendent. Verification of the illness or disability of the Superintendent shall be required whenever a majority of the Board requests it. Verification shall be by a physician designated by the Board and Superintendent; however, should the Board and Superintendent be unable to agree, the physician shall be the physician chosen under Section 3.9. Should the Superintendent be terminated due to such physical or mental disability, the Superintendent shall receive equal periodic payments at the same time as the payment of salaries to District employees, commencing on the first regular payday of the District following such termination of employment, for a period of one (1) year, in an aggregate amount equal to one (1) year of his annual base salary set out in Section 3.1 (less applicable deductions, including withholding taxes), and a continuation of the District's payment for the health and major medical insurance of the Superintendent, set out in Section 3.5, for a period of one (1) year from the date of termination. Except for the payments set out herein, disability income protection insurance policy benefits set out in Section 3.5, and the amounts of vacation and/or non-duty leave under Section 3.7, the District shall have no further liability to the Superintendent for any other compensation or benefits.

5.5 **Termination Procedure.** In the event that the Board proposes to terminate this Contract for good cause, the Superintendent shall be afforded the rights as set forth in the Board's policies and applicable state and federal law.

5.6 **Nonrenewal of Contract.** Except as otherwise provided herein, nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

5.7 **Professional Liability.** 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 attorneys' 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 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 proceedings 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. The District's obligation under this paragraph shall continue after the termination of the Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.

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.

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.

6. MISCELLANEOUS PROVISIONS

6.1 **Controlling Law.** This Contract shall be governed by the laws of the state of Texas, and it shall be performable in Williamson County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation or enforcement of this Contract shall be in Williamson County, Texas.

6.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties, and except as expressly provided herein, it cannot be varied except by written agreement of the parties.

6.3 **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. This Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

6.4 **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.

6.5 **Release from Contract.** The Superintendent may not be released from this Contract prior to its expiration without the consent of the Board. The Superintendent must give written notice to the President of the Board of his desire to be released from the Contract at least 60 days prior to the date the Superintendent seeks to be released. If the Superintendent fails to give notice, as required herein, or fails to obtain the consent of the Board, the Superintendent shall be deemed to have abandoned the Contract. The parties hereby agree that the sum of 2.5% of the amount listed in Section 3.1 represents a reasonable amount necessary to compensate the District for the damages, expenses and inconvenience arising out of such an abandonment. Said sum shall be payable to the District by the Superintendent as liquidated damages and not as a penalty in the event of an abandonment of the Contract by the Superintendent.

LEANDER INDEPENDENT SCHOOL DISTRICT

ATTEST:

By: Grace Barber-Jordan
Grace S. Barber-Jordan, M.Ed.
Secretary, Board of Trustees

By: Pamela Waggoner
Pamela Waggoner
President, Board of Trustees

Date: 12/05/13

Date: 12/05/13

By: Bret A. Champion
Bret A. Champion
Superintendent of Schools

Date: 1/6/14