
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the “Board”) of the **LORAIN INDEPENDENT SCHOOL DISTRICT** (the “District”) and **DUSTIN ANDERS** (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 **July 1, 2023** and ending **June 30, 2026**. 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. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter 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, 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 by the law and 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 Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

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

5.1 **Salary:** One hundred three thousand three hundred fifty-six dollars (\$103,356.00) per year.

(a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

(b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

(a) **Leave.** The Superintendent shall receive the same number of days of leave as authorized by Board policy for administrative employees on 12-month contracts. The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar and shall be eligible for any leave available to other employees under Board policy. The Superintendent shall schedule vacation and leave days with prior written approval of the Board President and at times that will least interfere with the performance of the Superintendent's duties.

(b) **Transportation.** The District shall provide the Superintendent with the use of a pool automobile for District business. The District shall pay all operating expenses for the pool automobile and will pay the cost of maintaining a liability insurance policy on the automobile with the Superintendent as a named insured. The Superintendent agrees to use the pool vehicle for District business travel when it is available. If the pool vehicle is not available, and the Superintendent uses his personal vehicle for District business travel, the Superintendent will be reimbursed at the maximum mileage rate of the State of Texas at the time of the expense.

(c) **Professional memberships.** The Board encourages the Superintendent to become a member of and participate in professional associations and community and civic affairs, including 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. The District shall reimburse the Superintendent for the cost of membership in up to two professional organizations and one civic organization, subject to advance approval by the Board.

(d) **Insurance Premiums**

- a. **Health Insurance.** The District shall pay premiums for health benefits for the Superintendent in accordance with the group health care plan provided by the District for all full time employees of the District.
 - b. **Life Insurance.** The District shall provide the Superintendent with a group term life insurance policy in the amount of \$100,000.00. The district shall pay the premiums for the life insurance policy for the duration of this Agreement. The life insurance policy shall be owned by the District on the life of the Superintendent, but the Superintendent shall have the sole right to determine the beneficiary under the policy.
 - (e) **Business Expenses.** The District shall reimburse the Superintendent, according to Board policy, for expenses incurred by the Superintendent in the performance of the Superintendent's duties.
 - (f) **Technology Allowance.** The District will provide the Superintendent with a technology allowance of Sixty Dollars (\$60.00) per month.
 - (g) **Professional Development.** The Superintendent shall attend appropriate professional meetings at the local, state and national levels, with the advance approval of the Board. The District shall reimburse the Superintendent for the actual expenses incurred in attending such activities in accordance with the adopted budget and the Board's policies regarding expense reimbursement.
 - (h) **Housing.** The District shall provide the Superintendent with the use of a residence owned or leased by the District, for the term of this Contract. The District shall be responsible for all routine maintenance costs. The District shall be responsible for the payment of basic utilities (water, electric, sewage and gas) and any repairs or maintenance beyond normal wear and tear.
6. **Residency.** The Superintendent is required to reside within the geographical boundaries of Mitchell County.
 7. **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.
 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 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This

Contract constitutes the entire agreement between the Parties.

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 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.

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:

Superintendent: 
Dustin Anders, Superintendent

Date signed: 1/20/2023

LORAIN INDEPENDENT SCHOOL DISTRICT

By: 
Frank Garcia, President, Board of Trustees

Date signed: 1/20/2023

AMENDMENT CONTRACT

This amendment is made to the agreement previously executed by and between Loraine Independent School District and Dustin Anders in the Superintendent Term Contract.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Section 5.2 (b) – Transportation

Currently reads, “The District shall provide the Superintendent with the use of a pool automobile for District business. The District shall pay all operating expenses for the pool automobile and will pay the cost of maintaining a liability insurance policy on the automobile with the Superintendent as a named insured. The Superintendent agrees to use the pool vehicle for District business travel when it is available. If the pool vehicle is not available, and the Superintendent uses his personal vehicle for District business travel, the Superintendent will be reimbursed at the maximum mileage rate of the State of Texas at the time of the expense.”

Upon amending, contract shall read, “The District shall provide the Superintendent with an automobile allowance in the sum of FOUR HUNDRED dollars (\$400.00) per month. This payment is in lieu of mileage expense reimbursement, gasoline, insurance, or other charges associated with travel on district business.”

All other terms and conditions that are not hereby amended within this amendment are to remain in full force and effect as originally agreed upon.

01/20/2023

Original Contract Date

07/17/2023

Amendment Date



Dustin Anders, Superintendent



Frank Garcia, Board President

