

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 18TH, day of March, 2025, by and between the Board of Trustees (the "Board") of the **LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** (the "District") and **DR. ROOSEVELT NIVENS** (the "Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

1.1 **Term.** 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 for a term commencing on March 19, 2025, and ending on June 30, 2029. 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 state law.

1.2 **No Tenure.** The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

2.1 **Duties.** The Superintendent is the chief executive officer and educational leader of the District and shall administer the School District and faithfully perform the duties of Superintendent for the District in accordance with Texas Education Code 11.201(d), Board policies including, but not limited to Policy BJA (LOCAL) and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereinafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to:

- (a) Assume administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;

- (b) Assume administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of the District other than the Superintendent;
- (c) Oversee compliance with the standards for school facilities established by the Commissioner of Education;
- (d) Initiate the termination or suspension of an employee or the nonrenewal of an employee's term contract;
- (e) Manage the day-to-day operations of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of District operations;
- (f) Prepare and submit to the Board of Trustees a proposed budget as provided by Section 44.002 and rules adopted under that section, and administering the budget;
- (g) Prepare recommendations for policies to be adopted by the Board of Trustees and overseeing the implementation of adopted policies;
- (h) Develop or cause to be developed appropriate administrative regulations to implement policies established by the Board of Trustees;
- (i) Provide leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators by the Commissioner or the District's Board of Trustees;
- (j) Organize the District's central administration;
- (k) Consult with the District-level committee;
- (l) Ensure:
 - (1) Adoption of a student code of conduct and enforcement of that code of conduct; and
 - (2) Adoption and enforcement of other student disciplinary rules and procedures as necessary;
- (m) Submit reports as required by state or federal law, rule, or regulation;
- (n) Provide joint leadership with the Board of Trustees to ensure that the responsibilities of the Board and Superintendent team are carried out; and
- (o) Perform any other duties lawfully assigned by action of the Board of Trustees.

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with state law, Board policies, and the professional role and responsibility of the Superintendent. The Superintendent agrees to devote his full time and energy to the performance of these duties in a faithful, diligent 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 State Board for Educator Certification or the Texas Education Agency and any other certificates required by law.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's 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 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 (e.g. deliberating a grievance). In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide oral or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.

2.5 Criticisms, Complaints, and Suggestions. The Board and Board members individually as appropriate shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies. shed by District Board policies.

2.6 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 2.6 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 2.6 shall survive the termination of this Contract.

III. Compensation

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of Three Hundred Sixty-Four Thousand Nine Hundred Seventy and 88/100 Dollars (\$364,970.88), which amount shall be increased each year by an amount equal to the greater of (a) the percentage raise given to the District's teachers or (b) a percentage mutually agreeable to the Board and the Superintendent. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

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, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual agreement of the two parties. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.3 **Vacation, Holiday and Personal Leave.** The Superintendent may take, at the Superintendent's choice, twenty (20) days of vacation annually, the days to be 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 least interfere with the performance of the Superintendent's duties as set forth in this Contract. At the end of each year of the term of this Contract, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation or personal days, up to a maximum of twenty (20) days paid each year, at the Superintendent's daily rate of pay, as of the payment date. The daily rate shall be calculated by dividing the compensation reported to the Texas Teacher Retirement System by 226. Accrued but unused vacation days that are not cashed out in accordance with this section 3.3 shall accumulate and carry forward from year to year during the term of this Contract but the Superintendent shall not be eligible for reimbursement for any additional accumulated days beyond eligibility for reimbursements as described in this section 3.3. 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, except that the Superintendent, at his discretion, may utilize any and all accrued but unused leave days to be taken in a single period or at different times during the term of this Contract.

3.3.1 **Payment for State and Local Leave.** On or before June 30th of each year during the term of this Contract, the Superintendent, at his discretion, shall be paid for up to twenty (20) accrued but unused state and/or local days at his daily rate. The daily rate shall be calculated by dividing the compensation reported to the Texas Teacher Retirement System by 226.

3.3.2 **Local Sick Leave Days.** In addition to the number of local leave days granted to all employees by District policy, the Superintendent is hereby granted fifteen (15) additional local leave days each year of the Contract ("Additional Local Leave Days"). All Additional Local Leave Days for a specific year of the professional employment calendar will accrue to the Superintendent on July 1. Earned Additional Local Leave Days shall accumulate and carry over from year to year, without limitation.

On or before June 30th of each year during the term of this Contract, the Superintendent, at his discretion, shall be paid for up to fifteen (15) accrued but unused Additional Local Leave Days at his daily rate, as the daily rate is defined in section 3.3.1. In the event the Superintendent retires, his contract with the District is non-renewed at the end of the contract term and he is no longer employed by the District in any capacity, or he is terminated, voluntarily or involuntarily, the Superintendent will be paid for all remaining accumulated but unused Additional Local Leave Days with said leave being calculated at the Daily Rate at the time of separation from service, as defined in section 3.3.1. Such payment shall be made in the form of a lump-sum payment as soon as administratively practicable following the date of retirement or termination of employment; provided, however, that the Superintendent shall be paid such payment no later than the later of the last day of the calendar year of the date of the Superintendent's cessation of employment or retirement or the 15th day of the month following the Superintendent's cessation of employment or retirement.

3.4 Insurance.

3.4.1 Health Insurance. The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent as it does for other administrative employees on twelve-month contracts pursuant to the group health care plan provided by the District for its administrative employees.

3.4.2 Life Insurance. The District shall reimburse the Superintendent for the annual premiums toward the purchase of a life insurance policy having an aggregate face amount of three times (3x) the amount of the Superintendent's annual salary as stated in 3.1. All life insurance policies provided hereunder shall be owned by the Superintendent on the life of the Superintendent, with the Superintendent having the sole right to determine the beneficiary(ies) under each of the life insurance policies. The reimbursement to the Superintendent for life insurance shall be up to a maximum of \$10,000 per year.

3.5 Professional Growth. 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 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 the Superintendent's 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 the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other Board approved memberships necessary to maintain and improve the Superintendent's professional skills.

The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.

3.6 Civic Activities. The Board encourages the Superintendent to become a member of and participate in 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 Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these 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 his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

3.7 Outside Consultant Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

3.8 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 reasonably incurred by the Superintendent for District-related travel, including reasonable costs for transportation, overnight accommodations, meals, 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 which shall be subject to review by the District's independent auditors.

The District shall not reimburse the Superintendent for travel expenses incurred by the Superintendent's spouse when accompanying him on District business, unless specifically approved in advance by the Board and provided that such expenses are reasonably related and necessary to the conduct of the District's business.

3.9 Annual Wellness Examination. The Superintendent shall undergo an annual wellness examination(s) performed by a licensed physician(s) mutually acceptable to the Board and the Superintendent. The examination(s) will determine the Superintendent's continuing fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis and other procedures or evaluations as deemed appropriate by the licensed physician(s) or other appropriate parties to ensure the Superintendent is appropriately managing the stress of the position. The health care professional shall submit confidential reports to the Board's Legal Counsel regarding the Superintendent's

mental fitness to perform the essential functions of the job which can be shared with the Board at the discretion of the Board's Legal Counsel. The District shall pay all reasonable costs of the examination.

3.10 Texas Teacher Retirement System. For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on the first day of the term 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 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.

3.11 Supplemental Retirement Plan.

3.11.1 Supplemental Salary Deferral Contributions. For each payroll period beginning on the first day of the term of this Contract and continuing for each payroll during the term of this Contract, including any extensions thereof, the District shall add to the monthly Salary of the Superintendent the amount needed each month to contribute the maximum salary reduction contribution permitted by the Code for a 403(b) and 457(b) plan, including, if applicable, the additional deferral allowed for plan participants who are age 50 or older and other age-based catch up provisions ("Additional Salary") by the end of the calendar year. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively and as applicable, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall at all times be 100% vested in his account(s) under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

3.11.2 Contributions to Employer Paid Plan. The District shall contribute to the Supplemental Retirement Plan an amount equal to Twenty-Five Thousand and No/100 Dollars (\$25,000.00). Contributions to the Supplemental Retirement Plan pursuant to this section 3.11.2 shall be (a) made as a non-elective payment by the District to the Supplemental Retirement Plan (and the Superintendent shall have no right to receive such contribution in cash) and (b) such contributions and earnings thereon shall be kept in a

separate account in the Supplemental Retirement Plan. The Supplemental Retirement Plan shall consist of an employer paid 403(b) plan, a 457(b) deferred compensation plan and a 401(a) defined contribution plan. Contributions shall be made first to a Board paid plan established under Section 403(b) of the Code. To the extent that such contribution exceeds the employer paid contribution limit under the Code for a 403(b) plan, then the contribution shall be made to a 457(b) deferred compensation plan. To the extent that the remaining contribution exceeds the contribution limit for a 457(b) deferred compensation plan, the remaining contribution shall be made to a defined contribution plan established under Section 401(a) of the Code. Each plan shall provide that the contributions made to the plan and all earnings thereon shall be 100% vested in the Superintendent. Each of these plans shall be established under a written plan document that meets the requirements of the Internal Revenue Code (the "Code") and such documents are hereby incorporated herein by reference. The funds for the plans shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan and such investment vehicles shall be chosen solely by the Superintendent.

3.12 Longevity Pay. In order to encourage continuity of leadership in the District, the District wishes to provide additional compensation to the Superintendent as a reward for reaching certain longevity goals. These longevity payments shall be made as follows:

(a) If on May 31, 2024, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, an additional six percent (6%) of his monthly salary per month for twelve months beginning on June 1, 2024.

(b) If on May 31, 2025, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, an additional seven percent (7%) of his monthly salary per month for twelve months beginning on June 1, 2025.

(c) If on May 31, 2026, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, an additional eight percent (8%) of his monthly salary per month for twelve months beginning on June 1, 2026.

(d) If on May 31, 2027, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, an additional nine percent (9%) of his monthly salary per month for twelve months beginning on June 1, 2027.

(e) If on May 31, 2028, the Superintendent is employed with the District, the District shall pay the Superintendent, as additional compensation for longevity, an additional ten percent (10%) of his monthly salary per month for twelve months beginning on June 1, 2028.

(f) If the Superintendent's Contract is renewed for a term extending beyond June 30, 2029, then on each May 31st the Superintendent is employed with the District thereafter, the District shall pay the Superintendent, as additional compensation for

longevity, an additional percent of his monthly salary (as indicated below), per month for twelve months beginning on June 1st of the year in which the longevity goal is achieved. The applicable percentage of monthly salary for each year the longevity goal is achieved shall be the applicable percentage paid the previous year plus 1%. For example, if the Superintendent is employed on May 31, 2029, beginning June 1, 2029, the percentage paid would be 11% of his monthly salary, and for the period beginning June 1, 2030, the percent would be 12%, etc.

(g) The additional compensation described in this section 3.12 shall be paid to the Superintendent in regular monthly payroll installments, shall be treated as additional compensation paid for longevity as described in the Title 34 Texas Administrative Code Section 25.21.(c)(3) and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

3.13 **Benefits:** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies. 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. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

IV. Annual Performance Goals

4.1 **Development of Goals.** 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 at all times 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 measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

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 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.

5.2 **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.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that 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. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. 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 of time to demonstrate such expected performance before being evaluated.

VI. Termination of Employment Contract

6.1 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.

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

6.3 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 the failure of the Superintendent to perform the duties in the scope of his employment that a person of ordinary prudence would have done under the same or similar circumstances, and includes, but is not necessarily limited to:

- 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 written Board directives;

- d. Failure to comply with the Board's policies or the District's 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. Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- l. Immorality, which is conduct the Board determines is 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;
- m. Assault on an employee or student;
- n. Knowingly falsifying records or documents related to the District's activities;
- o. Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- p. Failure to fulfill requirements for superintendent certification; or,
- q. Any other reason constituting "good cause" under Texas law.

6.4 Termination Procedure. In the event that the Board 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.

6.5 Nonrenewal of Contract. Nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

6.6 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.

6.7 Buyout. Notwithstanding any other provision in this Contract, after the first year of the term of this Contract, the parties agree that the Board may, with nine (9) months advanced written notice, terminate the Contract if a majority of the full board determines, in its sole discretion, that termination of the Contract is in the District's best interest. If the board provides notice of termination in accordance with this section 6.7, the termination date shall be no earlier than nine (9) months after the date the written notice of termination pursuant to this section 6.7 is received by the Superintendent ("Termination Date") and the Board (1) shall pay to the Superintendent his full salary and benefits pursuant to the Contract through the Termination Date; and (2) shall pay to the Superintendent, as severance, on or before the Termination Date, a lump sum payment equal to the value of one year of salary and benefits pursuant to the Contract ("Severance Payment"). The District shall withhold applicable state and federal deductions but shall

not withhold any payments to the Teachers Retirement System ("TRS") from the Severance Payment. Payment of such amounts under this section 6.7 shall terminate any and all rights of the Superintendent to further payment of salary or benefits under this Contract. The District will cooperate with the Superintendent regarding distribution of the Severance Payment or portions thereof, in the Superintendent's sole discretion, to one or more Supplemental Retirement Plans.

VII. Miscellaneous

7.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Fort Bend County, Texas, unless otherwise provided by law.

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

7.3 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.

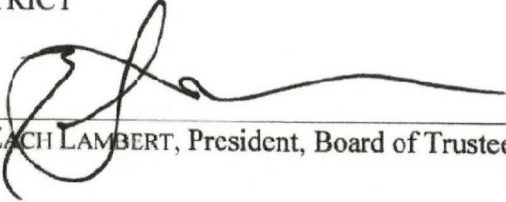
7.4 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as 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 for the term stated herein 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.

7.5 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.

7.6 Attorneys' Fees. In the event either party brings an action against the other party to enforce the terms and conditions on this Contract, the losing party in such action agrees to pay the prevailing party reasonable attorney's fees and court costs, to be affixed by the court.

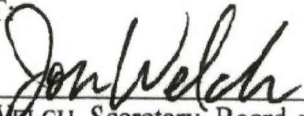
7.7 Board Policies. References herein to "Board policies" include the Board's policies as they exist or may hereinafter be adopted or amended.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL
DISTRICT

By: 

ZACH LAMBERT, President, Board of Trustees

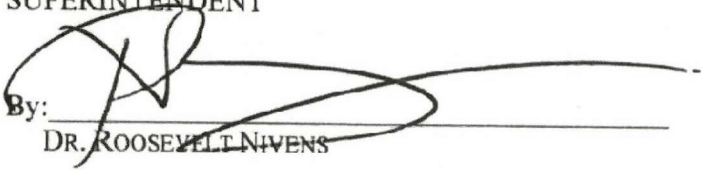
ATTEST:

By: 

JON WELCH, Secretary, Board of Trustees

Executed this 18TH day of March 2025.

SUPERINTENDENT

By: 

DR. ROOSEVELT NIVENS

Executed this 18TH day of March 2025.