

# **EMPLOYMENT CONTRACT**

## **FARMERSVILLE INDEPENDENT SCHOOL DISTRICT**

### **THE STATE OF TEXAS**

### **COUNTY OF COLLIN**

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Farmersville Independent School District (the "District") and Micheal Leon French (the "Superintendent"),

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to the authority of Chapter 21 and Section 11.201(b) of the Texas Education code, have agreed, and do hereby agree, as follows:

#### **1. TERM**

1.1. Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term commencing on November 18, 2024, and ending on June 30, 2028. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this agreement as permitted by state law.

1.2. No Right of Tenure. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure, no right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

#### **2. EMPLOYMENT**

2.1. Duties. The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the district as prescribed in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor and attention to performing his duties.

- 2.2. Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any material and intentional misrepresentation may be grounds for dismissal.
- 2.3. Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's expressed written consent.
- 2.4. Consultant Activities. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior board approval, undertake consulting work, speaking engagements, lecturing, training and other professional duties.
- 2.5. Board/Superintendent Relations. The members of the Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention to the Superintendent for study and recommendation. The Superintendent shall investigate and respond to the Board concerning all such matters referred to him in a reasonable and timely manner. The Superintendent shall have the right to attend all Board meetings, public and closed, with the exception of closed meetings devoted to consideration of any action or inaction on the Superintendent's contract, salary, benefits, evaluation, interpersonal relationships between or among individual Board members or for any other reason as agreed upon between the parties.

### 3. COMPENSATION

- 3.1. Salary. The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Sixty-Two Thousand, Five Hundred Dollars and no/100 (\$262,500.00). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.
- 3.2. Performance Pay. For the 2024-2025 school year, the Superintendent shall receive an annual performance payment equal to five percent (5%) of the base salary, contingent upon achieving an "Effective/Proficient" or higher rating on the annual performance evaluation. This payment shall be made within thirty (30) days of the completed evaluation.
- 3.3. Salary Adjustments. At any time during the term of this Agreement, 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 agreement.
- 3.4. Expenses. The district shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. The district agrees to pay the actual and incidental costs incurred by the Superintendent plus out of district expenses; such costs include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airfare, 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.

- 3.5. Residency Requirements. As a condition of this contract, the Superintendent shall establish and maintain permanent residence within the boundaries of the Farmersville Independent School District.
- 3.6. Civic Activities. The Superintendent is encouraged to participate in community and civic affairs including civic clubs, governmental committees, and educational organizations. The cost of membership in such activities, if any, shall be borne by District.
- 3.7. Professional Growth. The district shall pay the Superintendent's membership dues to professional associations and bear reasonable cost and expense for registration, travel, meals, lodging and other related expenses for attendance at conference and/or meetings necessary to maintain and improve the Superintendent's professional skills, subject to Board approval.
- 3.8. Vacations, Holidays, Sick Leave. The Superintendent may take at the Superintendent's discretion the same number of vacation days authorized by policies adopted by the Board of administrative employees on twelve-month contracts. The vacation days taken will be at such times as to not interfere with the performance of duties. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts.

#### 4. REVIEW OF PERFORMANCE

- 4.1. 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.
- 4.2. Evaluation Format and Procedure. The evaluation format and procedures shall be in accordance with the Board's policies and state and federal law.

#### 5. RENEWAL OF PERFORMANCE

- 5.1. Renewal/non-renewal. Renewal or non-renewal shall be in accordance with Board policy and applicable law.

#### 6. TERMINATION OF EMPLOYMENT

- 6.1. Mutual Agreement. This Agreement 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. After the Superintendent has returned the signed contract, the Superintendent will not be released from this agreement without the written consent of the Board.
- 6.2. Death/Retirement. This agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 6.3. Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause in accordance with Section 21.211 and/or 21.212 of the Texas Education Code.

6.4. Termination Procedure. In the event that the board terminates this agreement for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and state and federal law.

## 7. PROFESSIONAL LIABILITY

7.1. 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 attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgement 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 processing. The District may, at its discretion, fulfill its obligations 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 insurance 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 proceeding 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 this Contract for qualifying acts for failures to act occurring during the term of this contract or any extension thereof.

7.2. The Board shall not be required to pay any costs of any legal proceedings in the event of the Board and the Superintendent are adverse to each other in any such proceedings.

7.3. 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.

## 8. MISCELLANEOUS


8.1. Controlling Law. This contract shall be governed by the laws of the State of Texas.

8.2. Amendment. This contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

8.3. 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.

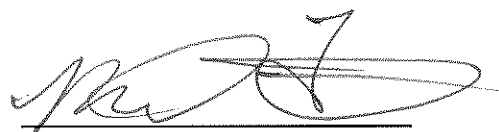
EXECUTED by action of the Board on the 18<sup>th</sup> day of November 2024.

FARMERSVILLE INDEPENDENT SCHOOL DISTRICT

By:   
President, Board of Trustees

By:   
Secretary, Board of Trustees

SUPERINTENDENT

  
Micheal L. French