

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF COLLIN

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THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is effective the 22<sup>nd</sup> day of March 2023, by and between the Board of Trustees (the "Board") of the McKinney Independent School District (the "District") and Shawn Pratt (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 of three (3) years, commencing on March 22, 2023, and ending on June 30,

[REDACTED]

... at all times during the term of this

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limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Agreement, 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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

for the benefit of the Superintendent or by including the Superintendent as a covered party under

[REDACTED]

[REDACTED]

[REDACTED]

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which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

3.7 **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

[REDACTED]

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") and, subject to applicable Internal Revenue Service rules the

[REDACTED]

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 under the modified instrument, format and/or procedure.

## VI Extension or Nonrenewal of Employment Contract

6.1 **Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. In the event the Board does not renew this Agreement, the Superintendent shall be afforded all rights set forth in the Board's Policies and state and federal law.

## VII. Termination of Employment Contract

7.1 **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

- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District.



- with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on a Board member, employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board of other District officials in the conduct of the District's business;
- (p) Failure to maintain or fulfill requirements for superintendent certification; or
- (q) Any other reason constituting "good cause" under Texas law.

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

**7.5 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





