

# Miller Grove Independent School District



STATE OF TEXAS           §  
                                          §  
HOPKINS COUNTY         §

## SUPERINTENDENT’S EMPLOYMENT CONTRACT

This Superintendent’s Employment Contract (“Contract”) is made and entered into on the date executed below, by and between the Board of Trustees (the “Board”) of the Miller Grove Independent School District (the “District”) and Tonya Loftice (the “Superintendent”).

The Board and the Superintendent, for and in consideration of the described terms and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, agree as follows:

### I. Term

**1.1 Term.** The Board offers employment to the Superintendent, and the Superintendent accepts the offer of employment, as Superintendent of Schools for the District commencing on July 1, 2026, and ending on June 30, 2029. The District may, by action of the Board and with the Superintendent’s consent, extend the term of this Contract as permitted by 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.

**1.3 Criminal History.** At the beginning of this Contract, and at any time during this Contract, the Superintendent agrees to submit to a review of her national criminal history record information if required by the District, the Texas Education Agency, or the State Board for Educator Certification. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. The Superintendent agrees that the Superintendent will notify the Board in writing of any arrest, charge by information, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, any offense involving moral turpitude, any offenses set forth in Policy DH (Local), and any criminal offense that is a Class B misdemeanor or higher within seven calendar days of the event or any shorter period specified in Board policy.

**1.4 False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any knowing or conscious 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.

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## II. Employment

**2.1 Duties.** The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in Texas Education Code §§ 11.1512, 11.1513 and 11.201, the job description, Board Policy, 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 hereafter be amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with state law, Board policy, and the professional role and responsibility of the Superintendent.

**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, and shall be permitted to attend, all meetings of the Board, both open 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. 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 verbal 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, individually and collectively, 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.

**2.6 Indemnification.** To the extent it may be permitted 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 the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal or administrative proceedings brought against the Superintendent in the Superintendent's individual or official

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capacity as an employee and as Superintendent of the District, providing the incident(s) that is (are) the basis of any such demands, claims, suits, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demands, claims, suits, actions, judgments, expenses, and attorneys' fees for those claims or any causes of action where it is determined that the 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 the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the 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 the Superintendent's right to agree to legal counsel provided for Superintendent 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 and Benefits

**3.1 Salary.** The District shall pay the Superintendent an annual salary of One Hundred Ten Thousand Dollars (\$110,000.00). This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's payroll practices for District employees.

**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 or as provided below. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

**3.2.1 Widespread Salary Reductions.** If the Board implements a widespread salary reduction under Texas Education Code § 21.4032, 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.

**3.2.2 Furlough.** If the Board implements a furlough under Texas Education Code § 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.

**3.2.3 Financial Exigency.** In accordance with Texas Education Code § 21.212(f), the Board may choose to amend the terms of the contract of a Superintendent employed under

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a term contract on the basis of a declared financial exigency under Texas Education Code § 44.011. A Superintendent whose contract is amended under this provision may resign without penalty by providing reasonable notice to the Board of at least 30 calendar days.

**3.3 Vacation, Holiday, and Personal Leave.** The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, ten (10) days of vacation. 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. 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.

**3.4 Insurance.** The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District for its administrative employees.

**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 encourages the use of data and information sources, and encourages 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. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, 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. Membership fees and expense reimbursement under this section is limited to the amount budgeted by the Board for this purpose.

**3.5.1 Professional Development.** 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 agrees to provide in the District's annual budget, during the term of this Contract and for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses.

**3.5.2 Professional Organizations.** The District encourages the continuing professional growth of the Superintendent through participation in professional organizations and activities and shall pay the membership fees of the Superintendent for Board-approved

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professional organizations. In addition, the District shall pay reasonable costs and expenses for other memberships organizations mutually agreed to be necessary to maintain and improve the Superintendent's professional development. With the prior approval of the Board, the Superintendent may hold office in such professional organizations, lecture, engage in writing activities and speaking engagements, or engage in other similar short-term activities that do not interfere with the performance of the duties as Superintendent.

**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 finds that such participation serves a legitimate purpose related to the District's educational mission. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of the duties as Superintendent. The Superintendent will seek approval from the Board prior to joining civic organization for which the Superintendent intends to seek reimbursement for participation or membership dues. The District shall reimburse the Superintendent for the cost of membership in Board-approved local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval and availability of funds budgeted for that purpose.

**3.7 Expenses.** The District shall reimburse the Superintendent for reasonable expenses incurred by the Superintendent for travel to destinations outside the District. Such actual or incidental costs may include, but are not limited to, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The District shall reimburse the Superintendent for mileage accrued while performing essential job duties at the current approved rate for all business travel in her personal vehicle. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

**3.7.1 District Credit Card.** The District shall provide the Superintendent with a District credit card to pay for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract.

**3.8 Technology/Electronic Devices.** The District shall provide the Superintendent with a laptop computer, notebook computer, or other similar portable device for the Superintendent's personal and professional use in accordance with standard District practices for administrative employees. The Superintendent understands that information stored in the computer or other device is subject to public disclosure if such information is related to the public business of the School District or to her duties as Superintendent. Notwithstanding the location of personal data on the computer or other device, whether owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on such devices shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

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## IV. Annual Performance Goals

**4.1 Development of Goals.** The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. 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 be conducted in a closed meeting 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 evaluation instrument selected by the Board in accordance with Article V of this Contract, 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.

## VI. Extension or Nonrenewal of Employment Contract

**6.1 Extension/Nonrenewal.** Extension and/or non-renewal of this Contract shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable 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 agreed upon.

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

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the Superintendent.

**7.3 Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause as determined and defined under and pursuant to applicable Texas law and District Board policies.

**7.4 Suspension Without Pay for Good Cause.** The Board may suspend, without pay, the employment of the Superintendent during the term of the Contract for good cause as determined and defined under and pursuant to applicable Texas law and District Board policies.

**7.5 Termination Procedure.** If the Board proposes to terminate this Contract for “good cause,” or proposes to suspend the Superintendent without pay for “good cause,” the Superintendent shall be afforded all rights set forth in the Board’s policies and state and federal law.

**7.6 Resignation of Superintendent.** The Superintendent may resign employment 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 school year. The Superintendent may resign with the consent of the Board at any other time.

## VIII. Miscellaneous

**8.1 Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Hopkins County, Texas, unless otherwise provided by law.

**8.2 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.

**8.3 Conflicts.** If there are 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, 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.

**8.4 Savings Clause.** If any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, then 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 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.

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**8.5 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.

**8.6 Authority.** The Board authorized the President to execute the Contract on behalf of the District by action at a duly called and posted meeting. Executed on the date indicated below.

## MILLER GROVE INDEPENDENT SCHOOL DISTRICT:

By: Brandon Darrow  
Brandon Darrow  
President, Board of Trustees

Date: 6/15/26

## SUPERINTENDENT OF SCHOOLS:

By: Tonya Loftice  
Tonya Loftice

Date: \_\_\_\_\_