

## SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

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THIS AGREEMENT is made effective as of the 24<sup>th</sup> day of May 2010, by and between the Board of Trustees (the "Board") of the Lancaster Independent School District (the "District") and Dr. Michael McFarland (the "Superintendent").

### WITNESSETH:

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

### I. TERM

- 1.1 **Contract 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 May 24, 2010 and ending on June 30, 2013. 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 **Extension of Original Term.** Not later than January 31, 2013, the Board shall have conducted at least two performance evaluations of the Superintendent, and shall have considered an extension of the contract term specified in Paragraph 1.1, above. Failure to reissue or extend this Contract shall not constitute nonrenewal under Board policy, or under state law.
- 1.3 **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 of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description, District Policy, state law, and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, District policies, rules, and regulations as they exist or may hereafter be amended.

Pursuant to Texas Education Code § 11.201 it shall be a further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with and to the extent permitted by Board policies and federal and state law. It shall be a further duty of the Superintendent to organize, reorganize, and arrange the staff of the District and develop and establish administrative regulations, and procedures that the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law.

At all times the Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise.

- 2.2 Professional Certification.** The Superintendent shall at all times during the term of this Contract, and any renewal or extensions thereof, hold and maintain a valid certificate required of a Superintendent by the State of Texas and issued by the Texas State Board of Educator Certification and any other certificates which may from time to time be required by law.
- 2.3 Residence In District** Beginning not later than January 1, 2011, and for the remainder of this contract and any extension thereof, the Superintendent shall maintain his primary residence within the territorial boundaries of the Lancaster Independent School District.
- 2.4 Reassignment.** The Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 2.5 Board Meetings.** The Superintendent or the Superintendent's designees 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, the Superintendent's salary and benefits as set forth in the Contract, the Superintendent's evaluation or interpersonal relationships between individual Board members, or other matters designated by the Board. There may also be times when the Board and the Superintendent agree that it is appropriate for the Superintendent not to attend a Board meeting or a portion of the Board meeting. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.

- 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 for any claims made or occurrences 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 legitimate 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 determined by the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which right to agree to select counsel will depend on the terms of the applicable insurance contract. This Section, 2.6, shall not be construed to exceed the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102. The provisions of this Section 2.6 shall survive the termination of this Contract.
- 2.7 Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.
- 2.8 Applicability of Nepotism Prohibitions.** Notwithstanding the adoption of any Board Policy concerning the delegation of hiring authority, the Superintendent shall be deemed the hiring authority for purposes of the application of the nepotism prohibitions set forth at Chapter 573, Texas Government Code for the entire duration of this contract, and any extension thereof.
- 2.9 Quarterly Board Retreat.** In order to foster and promote effective communication and the development of a productive working relationship, the Superintendent and the Board agree to meet in a retreat setting at least once during every calendar quarter during at least the first year of the contract term. Such quarterly retreats shall be separate from other board meetings and may include District planning, the development of mutually agreed upon goals, and other

similar purposes. The first such retreat shall be held within the first sixty (60) days after execution of this contract.

### III. COMPENSATION

- 3.1 **Base Salary.** The District shall provide the Superintendent with an annual salary in the sum of One Hundred Fifty-Seven Thousand Five Hundred Dollars (\$157,500.00). This annual base salary shall be paid to the Superintendent in equal installments consistent with the Board's policies. In the event of employment for less than a full year, the salary shall be prorated.
- 3.2 **Communication Devices.** The Board shall provide the Superintendent with a laptop computer and cellular telephone or PDA for business use.
- 3.3 **Moving Expenses** The District shall reimburse Superintendent for documented, actual out of pocket moving expenses incurred in relocation to the District from the Superintendent's current residence, in an amount not to exceed Five Thousand Dollars (\$5,000.00).
- 3.4 **Personal Leave, Holidays, and Sick Leave.** The Superintendent may take, at the Superintendent's choice, the same number of days of State and local sick and/or personal leave days as are authorized by policies adopted by the Board for administrative employees on twelve-month contracts. Leave days must be taken in accordance with District Policies. The Superintendent may also observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts.
- 3.5 **Vacation.** For the period beginning on July 1, 2010, the Superintendent may take, at dates of the Superintendent's choice, ten (10) days of vacation leave per year for each full contract year. Vacation leave days will accrue on the first day of each contract year. For purposes of this provision, a full contract year shall be defined as the period between July 1 and June 30 of the following year. For the period beginning on May 24, 2010 and ending on June 30, 2010 the Superintendent shall earn one (1) additional vacation day. Vacation leave days may be taken in a single period or at different times. However, the Superintendent shall ensure that such leave will be taken at such time or times as will not interfere with the performance of the Superintendent's duties as set forth in this Contract. Vacation leave days not taken in the year in which they accrue may be accumulated, and the Superintendent shall be entitled to be compensated for unused vacation leave days at the end of his employment. In the event that the superintendent leaves employment with the District on a date other than the end of a full contract year, his vacation days under this Section for his last year of employment shall be proportionally reduced.

- 3.6 Health Insurance.** The District will pay the full cost of the Superintendent's insurance to the same extent as is provided for all District administrative staff.
- 3.7 Cafeteria Benefits Plan.** The Superintendent may utilize any "cafeteria benefits plan" approved by the Board, as permitted under 26 U.S.C. § 125, or any successor plan or statute, to the fullest extent allowed by law or the plan, to receive any of the benefits provided in this contract
- 3.8 Reasonable Expenses.** The District shall reimburse the Superintendent, in accordance with the provisions of state law and the limits set forth in Board Policy, for reasonable and necessary expenses which he may incur in the performance of his duties as Superintendent and in the continuing performance of the Superintendent's duties under this Contract. Such costs may include, but are not limited to, automobile mileage reimbursement, hotels and accommodations, meals, 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.
- 3.9 Professional Development.** The Superintendent may attend and participate in an appropriate number of professional meetings at the local, state, and national level with the reasonable expenses of such attendance to be borne by the district. The Superintendent may participate fully in the work of appropriate professional associations to the extent of holding office or accepting the responsibility of assignment if elected or appointed. With the approval of the Board and without taking leave time, the Superintendent may undertake writing, consultative work, teaching and speaking engagements provided, however, that the expense of such activities shall not be borne by the District and that such activities do not detract from the performance of his duties and responsibilities as Superintendent of Schools. However, the Superintendent may not be compensated for such activities (other than reimbursement for actual expenses) unless the Board has authorized the Superintendent to receive compensation for the activity at a posted open meeting.
- 3.10 Salary Adjustment.** 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, including any adjustments, set forth pursuant to Section 3.1 of this Contract, except by mutual written agreement of the parties. The Board annually shall consider increasing the Superintendent's salary in conjunction with the Superintendent's performance evaluation. Any such adjustment shall be either in the form of a written addendum to this Contract or in the form of a new Contract at the discretion of the Board of Trustees.

#### **IV. REVIEW OF PERFORMANCE**

- 4.1 Development of Goals.** Not later than September 15 of any year of this Agreement, the Superintendent shall submit to the Board for its consideration and adoption, a preliminary list of goals for the District. 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 Board agrees to work with and support the Superintendent in achieving the District Goals.
- 4.2 Time and Basis of Evaluation.** Beginning with the 2010-11 school year and each year thereafter in January of each school year, the Board shall evaluate and assess, in writing, the performance of the Superintendent. The evaluation and assessment shall be conducted in accordance with the provisions of State law and/or the administrative regulations issued by the Commissioner of Education and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description. The Superintendent shall provide a written reminder to the Board of its evaluation obligation at least thirty (30) days prior to such Meetings.
- 4.3 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 IV 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.
- 4.4 Confidentiality.** 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.

#### **V. RENEWAL/NONRENEWAL OF EMPLOYMENT CONTRACT**

- 5.1 Renewal/Nonrenewal.** Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

#### **VI. TERMINATION OF EMPLOYMENT CONTRACT**

- 6.1 Resignation.** The Superintendent may leave the employment of the District at the end of the 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 45<sup>th</sup> day before the first day of instruction of the following school year. The Superintendent may resign at other times only with the consent of the Board of Trustees.
- 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 in accordance with state law and Board policy.
- 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, Chapter 21, Tex. Educ. Code, and any state or federal constitutional authority.
- 6.5 Unilateral Termination by the Board.** The Board may, at its option, unilaterally terminate this contract. In the event of such termination the Board shall pay to the Superintendent, as severance pay, all of the aggregate salary and the value of all benefits he would have earned under his employment contract from the actual date of termination to the termination date set forth in this employment contract, and any extensions hereof. In the event that the Board offers to terminate the contract by paying the amount specified herein, the right to a hearing, as specified in Section 6.4 above, and the right to appeal the Board’s action shall be considered waived by the Superintendent.

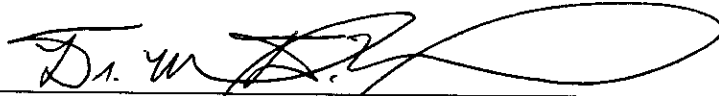
## VII. MISCELLANEOUS

- 7.1 Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performed in Dallas 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 employment Contract and the provisions of the Board’s policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the specific 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 provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent 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

Signed this 3<sup>rd</sup> day of May 2010.



Dr. Michael McFarland  
Superintendent of Schools

**LANCASTER INDEPENDENT SCHOOL DISTRICT**

By: Carolyn Morris  
Carolyn Morris, President  
Board of Trustees

**ATTEST:**

By: Marjorie King  
Marjorie King, Secretary  
Board of Trustees