

SUPERINTENDENT'S SECOND AMENDED EMPLOYMENT CONTRACT

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

THIS SUPERINTENDENT'S SECOND AMENDED EMPLOYMENT CONTRACT is made and entered into, effective the 1st day of January, 2007, by and between the Board of Trustees of the Lancaster Independent School District and Dr. Larry Lewis.

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

2. *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 forty-two (42) months, commencing on January 1, 2007, and ending on June 30, 2010.
3. *Conditions.* This Contract is conditioned on the Superintendent's satisfactorily providing the necessary certification and experience records and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education rules. Failure to provide required records shall render this Contract void. Any material misrepresentation by the Superintendent concerning such records may be grounds for dismissal.
4. *Board Meetings.* Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to 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 Contract or the Superintendent's salary and benefits as set forth in this 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 President approved absence, the Superintendent's designee shall attend such meetings.
5. *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 action.
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 attorney's 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 attorney's 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, with conscious indifference or reckless disregard; 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 5 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 5 shall survive the termination of this contract.

7. *Duties.* The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and expertise. The Superintendent shall comply with all lawful Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended.
8. *Outside Consultant Activities.* The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, serve as a consultant or undertake speaking engagements, writing, lecturing or other professional duties and obligations (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District and that do not result in any out-of-pocket expense to the District.
9. *Vacation, Holiday and Personal Leave.* The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, 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. 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.
10. *Compensation.* The Board agrees to pay the Superintendent an annual salary and other compensation as follows:

- (a) *Salary.* The District shall provide the Superintendent with an annual salary in the sum of One Hundred Ninety-seven Thousand Six Hundred and No/100 Dollars (\$197,600.00). This annual salary rate shall be paid to the Superintendent in equal installments, consistent with the Board's policies.
- (b) *Discretionary Salary Adjustments.* At any time following December 31, 2007, 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 9(a) of this Contract.
- (c) *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 incurred by the Superintendent for travel; such actual or incidental costs may include, but are not limited to, hotels and accommodations, meals, rental cars and other expenses incurred in the performance of the business of the District. Provided, however, that the Superintendent shall not be reimbursed for gasoline or mileage for use of his personal vehicle. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policy.
- (d) *Automobile Allowance.* The parties agree that the District shall not pay the Superintendent any automobile allowance.
- (e) *Mobile Telephone.* The District shall provide the Superintendent with a mobile telephone under the current District plan; provided that the Superintendent shall reimburse the District for any identifiable charges for personal calls outside the District plan as reflected on the mobile telephone bill provided to the Superintendent each month.
- (f) *Medical and Disability Insurance.* The District shall pay the premiums for hospitalization, major medical and disability insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its administrative employees. In addition, the District shall pay the annual premiums for hospitalization, major medical and disability insurance coverage for the Superintendent's spouse in an amount not to exceed Six Thousand Three Hundred and Ninety-six Dollars (\$6,396.00) annually. The premiums for any additional insurance coverage which may be offered by the District to its administrative employees shall be paid by the Superintendent.
- (g) *Life Insurance.* The District shall pay the annual premium toward the purchase of a term life insurance policy(ies) or similar life insurance policy(ies) having an aggregate face amount of One Hundred Fifty Thousand Dollars (\$150,000.00). All life insurance policies provided hereunder shall be owned by the District on the life of the

Superintendent, with the Superintendent having sole right to determine the beneficiary under each of the life insurance policies. The premiums for any additional life insurance coverage selected by the Superintendent above the aggregate face amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) shall be paid by the Superintendent.

- (h) *In-Home Computer System.* In order to allow the Superintendent to perform his duties from his home when the need arises, the District will provide the Superintendent with computer hardware, software and peripherals.
- (i) *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 does hereby agree to provide in the District's budget during the term of this Contract 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. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators and the American Association of School Administrators. The District shall bear the reasonable cost and expense for such attendance and membership provided that the Board shall not be obligated to pay for more than two (2) state or national conferences attended by the Superintendent.
- (j) *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, etc. The reasonable expense for Rotary and one other civic organization selected by the Superintendent and approved by the Board shall be borne by the District each fiscal year.
- (k) *Teacher Retirement System Reimbursement.* Pursuant to the Superintendent's Amended Employment Contract effective November 1, 2004, the District had previously agreed to reimburse the Superintendent for the repurchase of seven (7) years of retirement funds with the Texas Teacher Retirement System, said payments to be made in three (3) annual installments with the first installment payable on June 30, 2005. If any

installment remains payable as of the date of this Contract, the District reaffirms its obligation to make such payment.

10. *Reassignment.* The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
11. *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 at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.
12. *Evaluation.* The Board shall evaluate and assess in writing the Superintendent's performance at least once a year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.
 - (a) *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.
 - (b) *Evaluation Format and Procedures.* The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Section 12 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.
13. *Dismissal for Good Cause.* The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.
14. *Termination Procedure.* In the event the Board proposes the termination of 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.
15. *Mutual Agreement.* The Superintendent and the Board may agree in writing to terminate this Contract pursuant to any mutually agreed-upon terms and conditions.
16. *Retirement or Death.* This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

17. *Extension or Nonrenewal.* Extension or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. At any time following the completion of the second year of the Contract term, the Board may, in its discretion, reissue the Contract for an extended term. Failure to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice not later than the 120th day before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.
18. *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 school year. The Superintendent may resign, with the consent of the Board, at any other time.
19. *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.
20. *Annual Physical Examination.* The Superintendent agrees to have a comprehensive medical examination, at District expense, performed by a licensed physician acceptable to both the Board and the Superintendent, once a year, and to obtain from the physician a confidential statement certifying that the Superintendent is physically able to perform his essential job functions with or without reasonable accommodation. This statement shall be filed with the president of the Board.
21. *Controlling Law.* This Contract shall be governed by the laws of the State of Texas and shall be performable in Dallas County, Texas, unless otherwise provided by law.
22. *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 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.
23. *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.
24. *Complete Agreement.* 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. This Contract may not be amended except by written agreement of the undersigned parties.

LANCASTER INDEPENDENT SCHOOL DISTRICT

By: Marnette Vick
President, Board of Trustees

ATTEST:

By: Phill J. Glover
Secretary, Board of Trustees

Executed this 19 day of January 2007.

SUPERINTENDENT
By: Dr. Larry Lewis

Executed this 23rd day of January 2007.