

# SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS           §  
  §  
COUNTY OF VAN ZANDT       §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into, effective the 28th day of June, 2016, by and between the **Board of Trustees** (the "Board") of the **Grand Saline Independent School District** (the "District") and **Micah Lewis** (the "Superintendent").

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:

## I. 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 beginning on June 28, 2016 and ending on June 30, 2019. 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 No Right of 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 contractual obligation, expectancy of continued employment, claim of entitlement, or property interest, express or implied, is created 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 and/or 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 adopted or amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his full time, skill, labor and attention to the performance of his duties during the term of this Contract. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

**2.2 Professional Certification and Records.** The Superintendent shall, at all times during employment by the District, hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board for Educator Certification and all other certificates required by law or Board policy. This Contract 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 to establish the Superintendent's qualifications and certification as a superintendent in the State of Texas. Failure to provide necessary certification shall render this Contract 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 express written consent.

**2.4 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 appropriate action, and the Superintendent shall refer such matters to the appropriate district employee or shall investigate such matter 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.

**2.5 Attendance at Board Meetings.** With the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, the Superintendent's evaluation, those closed meetings devoted to interpersonal relationships between individual Board members, or those closed meetings when the Board is acting in its capacity as a tribunal, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both open to the public and closed, unless advance permission has been granted to the Superintendent by the Board to be absent, or the Superintendent is absent by reason of illness.

**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 proceedings brought against the Superintendent in the Superintendent's individual or official 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 him 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. This paragraph does not apply if the demand, claim, suit, action,

judgment or any legal proceeding brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District has been brought against the Superintendent as a result of the Superintendent's material breach of this Contract.

### III. COMPENSATION AND BENEFITS

**3.1 Salary.** The District shall provide the Superintendent with an annual salary in the sum of one hundred and forty-nine thousand nine hundred and fifty-two and no/100 dollars (\$149,952.00). This annual salary rate shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

**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 section 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 section 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 section 21.212(f), the Board may choose to amend the terms of the contract of a Superintendent employed under a term contract on the basis of a declared financial exigency under Section 44.011 of the Texas Education Code. 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, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts. 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 will seek Board approval for any vacations that will require the Superintendent to be absent from his office for a period of ten (10) consecutive working days. 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 Professional Growth.** The Board 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.

**3.4.1 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 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.

**3.4.2 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 in the Texas Association of School Administrators (TASA).

In addition, the District shall bear reasonable costs and expenses for other memberships organizations mutually agreed to be necessary to maintain and improve the Superintendents professional development. With the prior approval of the Board, the Superintendent may hold office in such professional organizations, serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other similar activities which are of a short-term duration and do not interfere with the performance of his duties as Superintendent.

**3.5 Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The District shall pay the membership dues to two (2) community or civic organizations selected by the Superintendent.

**3.6 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 shall reimburse the Superintendent for mileage accrued while performing essential job duties at the per mile reimbursement rate approved by the Texas Comptroller that is in effect at the time of then mileage is incurred. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel to destinations outside the District. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, 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.

**3.7 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.

**3.8 Use of District Equipment.** The Superintendent is authorized to use District equipment such as computer and telephone for a reasonable amount of personal use.

#### **IV. ANNUAL DISTRICT 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 Section 2.1 of this Contract and shall be based on the District's progress towards accomplishing the District Goals. The Superintendent shall provide a written reminder to the Board of its evaluation obligation at least thirty (30) days prior to the Regular Called Board Meeting in January. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

**5.2 Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed 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.

**5.3 Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board, 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**

**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.

#### **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 the Superintendent.

**7.3 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.

**7.4 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 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 no 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/Venue.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Van Zandt County, Texas. Venue of any action brought pertaining to this Contract shall be in Van Zandt County, Texas.

**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.** In the event of 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, 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, unless otherwise prohibited by law.

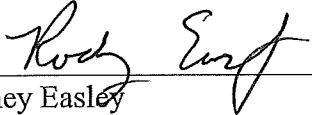
**8.4 Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed 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 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.

**8.5 Amendments.** This Contract may only be amended in writing by the agreement of both parties.

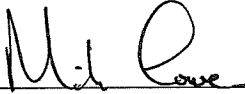
**8.6 Attorney Fees.** In the event of any hearing or dispute arising under this Contract or the termination or nonrenewal thereof, any resulting legal expenses will be solely the responsibility of the party employing such legal counsel.

Executed by the Parties on the dates indicated below:


**GRAND SALINE INDEPENDENT SCHOOL DISTRICT**

By:  6-27-2016  
Rodney Easley Date  
President, Board of Trustees

**ATTEST:**

By:  6-27-2016  
Micah Lowe Date  
Secretary, Board of Trustees

**SUPERINTENDENT**

 6-27-16  
Micah Lewis Date