

performance of his duties as Superintendent. The Superintendent shall report to the Board at least once annually all offices held and responsibilities accepted in external professional organizations.

2.3 Writing, Teaching, and Speaking Activities. The Superintendent shall be permitted to undertake writing, teaching, and speaking activities provided that these activities do not interfere with the performance of his duties as Superintendent. The Superintendent shall be allowed to retain any compensation received from these writing, teaching, and speaking activities, provided that he takes appropriate leave days in accordance with Board policy. Except as provided in this Section, the Superintendent shall not undertake any consulting activities outside of the District. The Superintendent shall submit a quarterly report of such writing, teaching, and speaking activities to the Board.

2.4 Professional Certification and Records. This Contract is conditioned on the Superintendent's obtaining and providing valid and appropriate certification, or other waiver, permit or authorization to act as a superintendent in the state of Texas as prescribed by the laws of the state of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification. The Superintendent must also file any other records required for personnel files and payroll purposes. Failure to provide necessary certification shall render this Contract void, and any misrepresentation in the records shall be grounds for termination.

2.5 Employment of Staff. In accordance with Sections 11.201 and 11.1513, Texas Education Code, the Board by policy has delegated to the Superintendent the authority to determine the terms of staff employment with the District and to carry out certain hiring and termination duties as set out in Board policies BJA and DC (Local). The Superintendent will inform the Board of his administrative actions on a regular basis and as requested by the Board. The Superintendent will notify the Board and seek its advice and counsel prior to any reorganization or restructuring of the organizational chart.

3. COMPENSATION AND SALARY

3.1 Annual Base Salary. The Superintendent shall be paid an annual base salary in the sum of three hundred ten thousand dollars (\$310,000.00).

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, and without the necessity of entering into a new contract, in its discretion, review and adjust the salary of the Superintendent, but in no event will the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract except by mutual written agreement of the parties. Such adjustments, if any, will be in the form of a written addendum to this Contract or a new contract, and such adjustment shall be exclusive of any other benefits unless specifically provided in the addendum or new contract.

3.3 Travel Allowance and Expenses. LISD shall provide the Superintendent with an annual travel allowance in the sum of \$7,000. This allowance includes compensation for all mileage and fuel within the boundaries of LISD and the LISD's UIL district. The Superintendent shall be

reimbursed for other reasonable travel in furtherance of LISD's business at actual costs, unless expenses are paid with a district-provided credit card. The automobile travel allowance and other travel expenses may be reviewed by the Board, and the Board by policy may limit or require pre-approval for out-of-district travel.

3.4 **Moving Expenses.** LISD shall pay the Superintendent's expenses related to relocating to the District in the amount of \$15,000. This amount will be paid within 30 days of commencement of this Contract.

3.5 **Business Expenses.** The District will pay or reimburse the Superintendent for reasonable and necessary reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract from funds budgeted for that purpose by the Board. The District agrees to pay the reasonable and necessary actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, airline tickets, 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 policies, procedures, and documentation requirements in accordance with Board policies and established procedures. Annually, the Superintendent's travel and business expenses will be subject to review by the District's independent auditors. In addition, the Superintendent shall submit a quarterly report of his or her business expenses to the Board.

3.6 **Health, Disability, and Other Insurance.** The District will pay for coverage for group health and hospitalization, dental, and vision insurance for the Superintendent on the same basis as other 12-month administrative employees of the District.

3.7 **Membership Dues.** With prior Board approval, the District shall pay membership dues and fees on behalf of the Superintendent for his membership in professional education organizations. At least once annually the Superintendent shall provide to the Board for review a list of organizations and amounts anticipated to be paid for such organizations for the coming budget year.

3.8 **Duty Days, Non-Duty Days, and Holidays.** The Superintendent shall have the same number of unpaid non-duty days as other administrative personnel employed on 12-month contracts and may use such non-duty days on the same basis as such other personnel at times that will least interfere with the performance of the Superintendent's duties. The Superintendent shall have the same duty days as other administrative personnel employed on 12-month contracts. Also, the Superintendent shall observe the same District holidays as those observed by other administrative personnel employed on 12-month contracts.

3.9 **Personal and Sick Leave.** The Superintendent shall have the same personal and sick leave benefits as authorized or required by state and federal law and Board policy for other administrative personnel employed on 12-month contracts and may accumulate such days on the same basis as such other personnel.

3.10 **Texas Teacher Retirement System.** As additional compensation, the Board will pay the Superintendent an amount equal to 67% of the Superintendent's portion of the monthly

contribution to the Teacher Retirement System of Texas ("TRS") required for the Superintendent. This salary supplement shall be paid to the Superintendent in regular payroll installments.

3.11 **Residence in District.** The Superintendent shall establish residence within the Leander ISD no later than 12 months after the beginning date of this contract.

4. ANNUAL PERFORMANCE EVALUATION

4.1 **Performance Review.** The Board shall evaluate and assess the Superintendent's performance in writing at least once each year during the term of this Contract. The Superintendent's evaluation shall at all times be conducted by the Board in closed session except as otherwise required 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. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and the Board's annual goals.

4.2 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with 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.

5. TERMINATION OF EMPLOYMENT CONTRACT

5.1 **Mutual Agreement.** This Contract may be terminated by mutual written agreement of the Superintendent and Board upon such terms and conditions as may be agreed upon.

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

5.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for "good cause," defined generally as failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this Contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances, including any conduct that is inconsistent with the continued existence of the Board-Superintendent relationship.

5.4 **Termination Procedure.** In the event that the Board proposes to terminate this Contract for good cause, the Superintendent shall be afforded all rights as set forth in Board policies and applicable state and federal law. If the Board gives the Superintendent notice of termination of this Contract under this section, other than for good cause as provided in Section 5.3, the District will pay the Superintendent an amount equal to one year of his annual base salary (measured as of September 1 of the fiscal year in which written notice is given)("Separation Payment"); provided, however, as a condition of receiving the Separation Payment, the

Superintendent must execute a General Release in a form provided by the District.

5.5 **Renewal and Nonrenewal of Contract.** Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code. It is expressly agreed by the parties that "loss of confidence in the Superintendent by the Board" shall be a valid ground for nonrenewal pursuant to Section 21.212 of the Texas Education Code.

5.6 **Professional Liability.** The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent or damages incurred by the Superintendent, including court costs and attorneys' fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence 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 for the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceedings for which he could seek indemnification under this paragraph to the extent that damages are recoverable or a defense is provided under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District's obligation under this paragraph shall continue after the termination of the Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.

The Board shall not be required to pay any costs incurred by the Superintendent in any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.

The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

6. MISCELLANEOUS PROVISIONS

6.1 **Controlling Law.** This Contract shall be governed by the laws of the state of Texas, and it shall be performable in Williamson County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation or enforcement of this Contract shall be in Williamson County, Texas.

6.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties, and except as expressly provided herein, it cannot be varied except by written

agreement of the parties.

6.3 **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. This Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

6.4 **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, 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.

6.5 **Release from Contract.** The Superintendent may not be released from this Contract prior to its expiration without the consent of the Board. The Superintendent must give written notice to the President of the Board of his desire to be released from the Contract at least forty-five days (45) days prior to the date the Superintendent seeks to be released.

6.6 **Attorneys' Fees.** The parties agree to waive attorney fees under Texas Local Government Code § 271.153 to the extent that attorney fees would otherwise be available under that law.

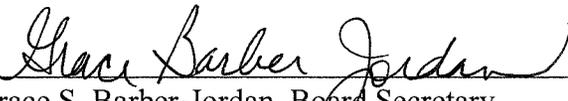
6.7 **Exhaustion of Remedies.** All procedures referenced in this contract or in Board policies relating to the resolution of any dispute arising from or related to the employment relationship are mandatory and shall constitute contractual adjudication procedures under Texas Local Government Code Section § 271.154. No District employee has the authority to waive a procedure required by this Contract or Board policy.

LEANDER INDEPENDENT SCHOOL DISTRICT

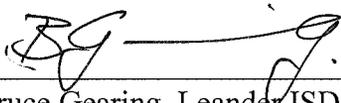
By: 
Trish Bode, Board President

Date: 8-15-19

Attest:

By: 
Grace S. Barber-Jordan, Board Secretary

Date: 8/15/19

By: 
Dr. Bruce Gearing, Leander ISD Superintendent

Date: 8/15/19

