

## **SUPERINTENDENT TERM CONTRACT**

This Superintendent Term Contract (the "Contract") is entered into on the 11th day of February 2019, between the Board of Trustees (the "Board") of the LEWISVILLE INDEPENDENT SCHOOL DISTRICT ("District") and DR. KEVIN ROGERS ("Superintendent").

Pursuant to the authority of Section 11.201 of the Texas Education Code and the general laws of the State of Texas, and for the consideration and terms herein specified, the Board and Superintendent agree as follows:

### **1. TERM**

The Board, by and on behalf of the District, hereby employs, and Superintendent hereby accepts employment, as Superintendent of Schools on a twelve-month basis per school year, effective July 1, 2019, for a five (5) year term and ending June 30, 2024. The Board may consider the extension of this Contract each year following its annual evaluation and assessment of the Superintendent's performance, or at any other time determined by the Board. However, there is no requirement or duty for the Board to extend this Contract.

### **2. CERTIFICATION AND DUTIES**

**A. Certification.** The Superintendent shall maintain at all times during the term of this Contract valid and appropriate certification or permits to act as a Superintendent of Schools 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 of Educator Certification. Superintendent shall provide evidence of such certification or permits to the Board upon request at any time. The Superintendent also shall provide evidence of educational attainment, degrees earned, previous professional experience, and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification or permits shall render this Contract void, and any material misrepresentation in any records provided to the District shall be grounds for termination.

**B. Duties.** The Superintendent shall faithfully perform the duties of Superintendent of Schools for the District as prescribed by law, Board policies, job description, and as may be lawfully assigned by the Board from time to time. The Superintendent shall comply with all lawful Board directives, policies, rules and regulations, and state and federal laws, as they exist or may hereinafter be amended or adopted during the term of this Contract. The Superintendent agrees to devote

his full time, energy and skill to the performance of these duties with reasonable care, diligence, skill, and expertise.

Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall be the educational leader and chief executive officer of the District; shall evaluate, direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall recommend for employment all professional employees of the District subject to the Board's approval; shall employ, select all other personnel in accordance with Board policy; shall accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board; shall develop and establish administrative regulations, rules, and procedures which 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 and in general perform all duties incident to the office of the Superintendent and such duties as may be lawfully prescribed by the Board from time to time. Moreover, all duties assigned to the Superintendent by the Board should be appropriate to and consistent with the professional role and responsibility of the Superintendent.

**C. Board/Superintendent Relationship.** 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. 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 Superintendent's Contract, the Superintendent's evaluation, consideration of applicants for the position of superintendent following the written resignation/retirement of the Superintendent, 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.

**D. Outside Activities.** The Superintendent shall devote his time, attention and energy to the business of the District. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements with prior approval of the Board, provided that such activities do not interfere with the performance of his duties as Superintendent.

The Superintendent may, at his option, continue to draw a salary while engaged in the outside activity as described above. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

**E. Reassignment.** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District, and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.

**F. Representations.** The Superintendent makes the following representations:

**Beginning of Contract.** The Superintendent represents and warrants that he has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, and any other adjudication of the Superintendent for any felony, offense involving moral turpitude and/or any offense set forth in District Policy DH (Local). The Superintendent understands that a criminal history record of the Superintendent, acceptable to the Board, at its sole discretion, is a condition precedent to the Board entering this Contract.

**During Contract.** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest, indictment, conviction, no contest, guilty plea, probation, deferred adjudication, or other adjudication of the Superintendent for any felony, any offense involving moral turpitude, and any of the other offenses as indicated in Policy DH (Local). The Superintendent agrees to provide such notification in writing within three calendar days or any shorter period specified in Board policy of the event.

**False Statements and Misrepresentations.** The Superintendent represents and warrants that all records and information provided in connection with his employment application to the Board are true and correct. Any knowingly false statements, conscious misrepresentations, material omissions of requested information, and/or fraud by the Superintendent in or concerning any required records or in the employment application are grounds for termination and/or nonrenewal, as applicable.

**G. Residence in the District.** The Superintendent shall reside within the District and shall maintain his residency in the District during the term of this Contract and any subsequent extensions.

### **3. PROFESSIONAL GROWTH OF SUPERINTENDENT**

The Board encourages the continuing professional growth of the Superintendent through his participation in the following:

- a. active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels; the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school boards associations (e.g., AASA and NSBA conventions);
- b. 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; and
- c. visits to other institutions.

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 American Association of School Administrators and 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.

### **4. COMPENSATION**

**A. Annual Base Salary.** The District shall pay the Superintendent an annual base salary of TWO HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$289,170.00). Such salary shall be paid to the Superintendent in equal installments in accordance with Board policy governing payment of salary to other professional staff members in the District,

and such salary shall be for all assigned duties regardless of the number of hours or days worked during the contract period.

**B. Salary Adjustments.** At any time during the term of this Contract and any extension thereof, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event will the Superintendent be paid an annual base salary less than the annual base salary that he received under this Agreement for the immediately preceding twelve (12) month period, unless mutually agreed to in writing by the Board and Superintendent. Any salary increase shall be reflected in a new contract or amendment incorporating the adjusted salary.

## **5. MISCELLANEOUS BENEFITS**

**A. General Benefits.** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion. In general, benefits provided to the Superintendent will be consistent with those provided to every other full-time employee in the District. The District shall pay at least 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.

**B. Vacation Days and Holidays.** The Board grants to the Superintendent 15 paid vacation days per work year in accordance with administrative regulations. The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual Calendar. The Superintendent shall schedule vacation and leave days with prior written approval of the Board President (or, in the Board President's absence, the presiding officer) and at times that will least interfere with the performance of the Superintendent's duties.

**C. Professional Growth Activities.** The Board shall pay the Superintendent's membership dues to the American Association of School Administrators, the Texas Association of School Administrators, and other professional groups approved by the Board to maintain and improve his professional skills, as permitted by state law and as approved by Board in the annual budget.

**D. Membership Dues.** 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 concludes that such participation will serve a legitimate

purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

**E. Business Expense Reimbursement.** Superintendent waives any claim for reimbursement for DFW area travel. For travel outside the DFW area, 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 outside the DFW area. 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.

## **6. MEDICAL EXAMINATION**

The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The annual physical examination as provided herein, may include laboratory analysis of blood, urine, stress, EKG, psychological evaluation and other procedures as deemed appropriate by the licensed physician. The examination will determine the Superintendent's continuing fitness to fulfill the duties and responsibilities of the position. The health care professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the functions of the job. These reports will be maintained as confidential medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.

For purposes of this section, Superintendent expressly waives any confidentiality with respect to his healthcare information, such that the health care provider(s) performing the evaluation(s) are able to and shall share their respective findings, opinions, and diagnoses with the Board. Nothing herein allows the Board to disclose confidential information other than as provided by law. In the event the Superintendent fails or refuses to timely submit to any of the evaluations called for under this Contract, or refuses to release the findings, opinions or diagnoses to the Board, any such failure or refusal shall constitute a breach of the Contract.

## **7. GOALS AND OBJECTIVES**

Each school year, the parties shall meet to establish Board goals and objectives for the District for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as hereafter provided. On or prior to March 31 of each school year, the parties will meet to establish Board goals for the Superintendent and objectives for the next succeeding school year. The Board agrees to work with and support the Superintendent in achieving the District Goals.

## **8. EVALUATION**

The Board shall evaluate and assess the performance of the Superintendent in writing each year during the term of this Contract, and at such other times as deemed necessary and appropriate by the Board. 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. 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. The evaluation and assessment of performance shall be in accordance with the evaluation instrument selected by the Board in accordance with this Section 8, the Board's policies and state and federal law and shall be related to the duties of the Superintendent as prescribed by law, Board policies and in the Superintendent's job description. 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.

## 9. DEATH, DISABILITY, AND TERMINATION

This Employment Contract may be terminated by:

**A. Mutual Agreement of the Parties.** 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.

**B. Retirement of Superintendent.**

**C. Death of Superintendent.**

**D. Disability of Superintendent.**

**1. Disability Procedure.** Should the Superintendent be unable to perform any or all of the essential functions of the material duties of his position by reason of illness, accident, etc., following complete exhaustion of all accrued vacation and sick leave, the Superintendent shall be placed on unpaid leave from the District upon a determination of Long Term or Permanent Disability as hereinafter provided; provided, however, that the Board, in its discretion, may continue to pay the Superintendent the amount for a period the Board deems appropriate. The maximum number of consecutive days of leave available is limited to the greater of the number of paid leave days or one hundred eighty (180) calendar days.

**2. Long Term or Permanent Disability.** Long Term or Permanent Disability means a disability which renders the Superintendent incapable of performing any or all of the essential functions of the Superintendent's material duties or obligations of employment for a period which exceeds a total of one hundred and eighty (180) calendar days in a contract year or such an incapacity that is irreparable.

**3. Determination of Long Term or Permanent Disability.** The determination of Long Term or Permanent Disability will be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Board may obtain a second opinion from another licensed physician. The costs of the physical examinations provided for herein shall be paid by the District.



**4. Action of the Board.** In the event that the disability of the Superintendent is a Long Term or Permanent Disability, as defined in subparagraph 2 of the paragraph, the Board, may, in its discretion, and upon a re-determination of disability under subparagraph 3, terminate this Contract by providing the Superintendent with written notice of such termination.

**E. Suspension or Termination.** The Board may dismiss, suspend, and/or terminate the Superintendent during the term of this Contract for good cause.

**1. Termination or Dismissal.** The Board may dismiss the Superintendent during the term of this Contract for good cause. Any termination or dismissal will be in accordance with Board Policies and state and federal law including, Texas Education Code chapter 21.

**2. Good Cause.** "Good Cause" includes, but is not limited to the following:

- (a) Failure or refusal to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages on or off duty;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by law on or off duty;
- (h) Being convicted of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;

- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct that the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for Superintendent certification;  
or,
- (q) Any other matter constituting "good cause" under law.

**F. Renewal/Non-Renewal.** Renewal or non-renewal of this Contract shall be in accordance with Board policy and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than 45 days 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.

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

#### **10. SAVINGS CLAUSE**

If, during the term of this Contract, it is found that a specific provision of the Contract violates or is unenforceable under federal or state law, the remainder of the Contract shall not be affected by such a ruling and shall remain in full force and effect.

#### **11. CONTROLLING LAW**

This contract shall be governed by the laws of the state of Texas and it shall be performable in Denton County, Texas unless otherwise provided by law. Venue for any dispute concerning the interpretation and/or enforcement of this Contract shall be in Denton County, Texas.

**12. COMPLETE AGREEMENT AND AMENDMENT**

This Contract embodies the entire understanding and agreement of the parties, and supersedes all other agreements and understandings, both written and oral. Any additions, deletions, or modifications to the terms and conditions of this Contract, including but not limited to changes in the term of the Contract or the annual base salary of the Superintendent, shall be made only by written amendment signed by both parties.

**13. MULTIPLE ORIGINALS**

This Contract is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

**14. 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.

**15. 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 IN THE SUPERINTENDENTS 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 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 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 15 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 15 shall survive the termination of this Contract.

IN WITNESS WHEREOF, the Board has caused this Employment Contract to be approved on its behalf by its duly authorized President, and the Superintendent has approved this Employment Contract, effective on the day and year specified in Section 1 above.

**LEWISVILLE INDEPENDENT SCHOOL DISTRICT**

By: Angie Cox  
Angie Cox, Board President

**SUPERINTENDENT**

By: Kevin Rogers  
Dr. Kevin Rogers, Superintendent

Attest:

Date: February 11, 2019

Katherine Sells  
Katherine Sells, Board Secretary