

STATE OF TEXAS §
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COUNTY OF TRAVIS §

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees ["Board"] of the Lake Travis Independent School District ["District"] and Donald Rockwell Kirk ["Superintendent"].

The Board and the Superintendent, for and in consideration of the terms stated in this contract, do hereby agree as follows:

1. The Board agrees to employ the Superintendent on a 12-month basis for five (5) years, beginning July 1, 2006, and ending June 30, 2011.
2. This agreement is conditioned on the Superintendent satisfactorily providing the necessary certification and experience records, medical records, and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide the necessary records shall render this Agreement void. Any material misrepresentation shall be grounds for dismissal.
3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, district policy, the job description, and as may be lawfully assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. This Agreement shall be subject to, and 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. Texas law shall govern construction of this Agreement. The term "district policy" as used in this Agreement shall mean the policies adopted by the Board.
4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior notice to the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.
5. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the superintendent with an annual salary in the sum of One Hundred Eighty Eight Thousand Dollars (\$188,000). This annual salary rate shall be paid to the Superintendent in installments consistent with district policy.

(b) At any time during the term of this Agreement, 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 5(a) of this Agreement.

(c) Other benefits:

(1) *Insurance.* The District shall pay the premiums for hospitalization and major medical insurance coverage (high plan) or comparable coverage for the Superintendent and his immediate family in accordance with the group health care plans provided by the District for its administrative employees.

(2) *Home Office Expense.* The District shall provide a computer and printer for the Superintendent at his home office. The cost of telephone and internet provider services shall be borne by the Superintendent.

(3) *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by him in the continuing performance of his duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental cars, 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 district policy.

(4) *Professional Growth.* The Superintendent shall devote his 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 his membership in appropriate professional organizations and his reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board. Reasonable expenses of such professional growth activities shall be borne by the District as approved by the Board.

(5) *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs. The reasonable expense of such activities shall be borne by the District as approved by the Board.

(6) *Vacations, Holidays, Sick Leave.* The Superintendent may take, at his choice, the same number of days of vacation authorized by district policy for administrative employees on 12-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 his duties. The Superintendent shall observe the same legal holidays as provided in district policy for administrative employees on 12-month contracts. The

Superintendent is hereby granted the same number of illness benefits and leave as are authorized by district policy for administrative employees on 12- month contracts.

(7) *Section 403(b) Tax Sheltered Annuity.* On behalf of the District, the Board shall establish for the Superintendent a qualified tax sheltered annuity under Internal Revenue Code Section 403(b) or mutual fund/custodial account under Internal Revenue Code Section 403(b)(7), ("403(b) Annuity"). The terms of the 403(b) Annuity are set forth in the 403(b) Retirement Plan for Public Education Entities Master Plan Document prepared by TCG Consulting, 4201 Bee Caves Rd., C-101, Austin, TX 78746, (revised effective July 1, 2005), which is incorporated herein by reference. The 403(b) Annuity is to be mutually acceptable to the Superintendent and the Board and is to be set up as an employer paid plan that is non-discretionary for the Superintendent. An annual contribution in the amount of Five Thousand Dollars (\$5,000.) shall be made by the District to the 403(b) Annuity prior to August 1 of each year. The 403(b) Annuity is and shall be fully and immediately vested in the Superintendent and is freely transferable by the Superintendent in the event the Superintendent is no longer employed by the District.

(8) The District does hereby supplement the Superintendent's annual salary beginning July 1, 2006, and continuously through the term of this Agreement, equal to the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System in the percentage amount required by the Texas Teacher Retirement System for the Superintendent. This additional salary supplement shall be paid to the Superintendent via regular monthly payroll installments.

6. The Superintendent cannot be reassigned from the position of Superintendent to another position without his written consent.
7. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with district policy and state law. 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. Any modification of the evaluation instrument, format, and/or procedure is to be adopted by the Board at least 12 months prior to its implementation.
8. The Board may discharge the Superintendent at any time for good cause in accordance with Sections 21.211 and 21.212(d), Texas Education Code, and district policy. The term "good cause" is defined as follows:

- (a) Failure 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;
- (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;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction 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;
- (k) Disability that substantially impairs performance of the required duties of the Superintendent;
- (l) Immorality, which is conduct 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;
- (p) Failure to fulfill requirements for superintendent certification;
- (q) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or

- (r) Any other reason constituting lawful "good cause."
9. This Agreement shall terminate on the death of the Superintendent or upon his retirement under the Teacher Retirement System of Texas.
 10. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
 11. Renewal or non-renewal of this Agreement shall be in accordance with Subchapter E of Chapter 21, Texas Education Code, and district policy.
 12. At any time during the contract term, the Board may in its discretion reissue this Agreement for an extended term. Failure to reissue this Agreement for an extended term shall not constitute non-renewal under district policy.
 13. 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 at any other time only with the consent of the Board.
 14. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is granted by this Agreement. No property interest, express or implied, is created in continued employment beyond the term of this Agreement.
 15. The Superintendent agrees to have a comprehensive medical examination once a year, at District expense by a physician acceptable to both the Board and the Superintendent, and to obtain a confidential statement certifying that the Superintendent is physically able to perform his or her essential job functions with or without reasonable accommodation. This statement shall be filed with the president of the Board.
 16. The Superintendent shall attend all meetings of the Board, both public and closed, except when the Board is considering the Superintendent's contract, evaluation, or performance, or is resolving conflicts between individual Board members, or is acting as a tribunal. In the event of the Superintendent's illness or Board-approved absence, the Superintendent's designee shall attend such meetings.
 17. The Board and its individual members shall refer all substantial criticisms, complaints, and suggestions to the Superintendent for study and appropriate action, and the Superintendent shall investigate them and inform the Board of the results.

18. 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 attorney's 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 to the 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 with intent to violate a person's clearly established legal rights, 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 proceeding 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 this 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 of 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.

19. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both oral and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

Signed this 11th day of July, 2006.

Signed this 11th day of July, 2006.

LAKE TRAVIS INDEPENDENT SCHOOL
DISTRICT:

By: 
Susan Tolles,
President, Board of Trustees


Donald Rockwell Kirk
Superintendent