

State Of Texas  
County Of Anderson

Date given Employee 1/12/2015  
Date returned by Employee 1/12/2015

### SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Westwood Independent School District (the "District") and Dr. Edward Q. Lyman (the "Superintendent").

NOW THEREFORE, 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 (226 days) for three (3) years, beginning July 1, 2015 and ending June 30, 2018. (Actual start date August 13, 2007).
2. This Agreement 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 Agency rules. Failure to provide necessary records shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. 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 diligence. The Superintendent shall comply with all 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.
4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior written consent of 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. **Salary:** The District shall provide the Superintendent with an annual salary in the sum of one hundred twenty-eight thousand one hundred thirty dollars (\$135,933.00). This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.
  - b. **Performance Incentive:** The District agrees to pay the Superintendent an additional \$2,000.00 each campus for achieving Recognized Status and \$3,000.00 each campus for achieving Exemplary Status
  - c. **Salary Adjustments:** 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.
  - d. **Special Provisions:** Non-residency requirement by the District allows the Superintendent to continue to live on his farm in Elkhart, Texas. Part of the condition of employment allows the Superintendent to live out of District.

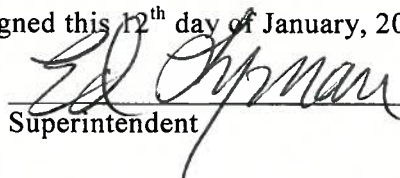
- e. **Expenses:** The District agrees to pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such cost except meals may include, but are not limited to, hotels and accommodations, rental cars, and other expenses incurred in the performance of the business of the district. Professional Education membership dues shall be paid by the District. The superintendent shall comply with all procedures and documentation requirements in accordance with board policies.
- f. **Insurance:** The District shall pay two hundred and seventy-five dollars (\$275) per month toward the premium for insurance coverage as selected by the Superintendent for health, hospitalization, major medical, dental, life/and or disability insurance. Any costs for such insurance coverage that exceed the payment provided for herein shall be paid by the superintendent. This amount is to remain the same as the district pays for all employees.
- g. **Automobile:** The District shall provide the Superintendent with an automobile for his use. The District shall pay all operating expenses of any nature with regard to the use of the automobile and maintain an automobile liability insurance policy on the automobile with the Superintendent as a named insured.
- h. **Moving and Relocation Expense:** In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall pay up to the sum of \$4,000.00 as a moving or traveling allowance. The moving and relocation expense allowance is paid in lieu of any other compensation or reimbursement for the cost and expense of moving the Superintendent's family and belongings. (Not Applicable)
- i. **Vacations, Holidays, and Sick Leave:** The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board 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 the Superintendent's duties as set forth in this Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on 12-month contracts. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on 12-month contracts.
- j. **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 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 supported by the District's annual budget.
- k. **Civic Activities, etc:** The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, Rotary Club, and Lion's Club. The reasonable expense of such activities shall be borne by the District in accordance with the Board's policies.

6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's 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 Board policy and state law.
8. 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.
9. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
10. A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
11. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
12. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
13. At any time during 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.
14. 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.
15. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
16. In the event any one or more of the provisions contained in this Agreement 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 Agreement 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 Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

I have read this contract and agree to abide by its terms and conditions:

Signed this 12<sup>th</sup> day of January, 2015. Signed this 12<sup>th</sup> day of January, 2015.

  
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President, Board of Trustees

  
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Superintendent