

**EANES INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT CONTRACT**

It is hereby agreed by and between the Board of Trustees ("Board") of the Eanes Independent School District (the "District") and Dr. Thomas Leonard (the "Superintendent") that the Board, in accordance with Texas Education Code §11.201 and Chapter 21, Subchapter E, and as recorded in the official minutes of the meeting of the Board held on the 13th day of May 2014, has and does hereby enter into this Superintendent Employment Contract (the "Contract") to employ Dr. Thomas Leonard as Superintendent of Schools of the Eanes Independent School District (the "District"), under the following terms:

1. **Term:** The Superintendent shall be employed for twelve months per year for a term of three (3) years commencing on July 1, 2014, and ending on June 30, 2017. The Board may, at its sole discretion, extend the term of this Contract with the consent of the Superintendent. Failure to extend this Contract shall not constitute nonrenewal under Board policy or Texas law. The Superintendent does not have a property or liberty interest, or any other legally recognized and/or protected interest or expectation in continued employment beyond the Contract Term and any extension thereof by the Board. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract.
2. **Title and Position until August 31, 2014:** Between July 1, 2014 and August 31, 2014 at 11:59 p.m. the Superintendent will hold the title and position of "Incoming Superintendent." During this same time period, Superintendent will perform duties as outlined by this Contract and as delegated to him from the current Eanes ISD Superintendent, Dr. Nola Wellman.
3. **Duties:** The Superintendent is the chief executive of the District and shall faithfully perform

the duties of Superintendent of Schools for the District, as prescribed in the job description, by Board policy and as may be lawfully assigned by the Board, and shall comply with all Board policies and directives, state and federal law, and District rules and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend to the Board or employ employees of the District in accordance with Board policies. It shall be the further duty of the Superintendent to 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. It shall be the duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to 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. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

4. **Annual Base Salary:** The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00) per annum and predicated on 260 work days each year. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies governing payment to other professional staff members in the District. Starting in July 1, 2015, as long as the

Superintendent's evaluation is proficient or above, an annual compensation increase equal to at least the average percentage compensation increase approved by the Board for classroom teachers shall be granted, effective July 1 of each year. 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 this Section except by mutual agreement of the two parties or as stated below. In such event, the parties agree to execute an amendment or new contract incorporating the adjusted salary. Subject to and without waiving any constitutional and/or other challenges by the Superintendent, nothing in this Paragraph or Contract prohibits the Board from implementing a furlough as permitted by the Texas Education Code and applying such furlough to all employees, including the Superintendent.

5. **Business 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 agrees to pay the actual and incidental costs incurred by the Superintendent for documented travel inside and outside the District. Such actual or incidental costs may include, but are not limited to documented mileage, parking, tolls, taxis, airfare, 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. **Information Technology/Communications:** The District will provide the Superintendent with appropriate technology for use in his duties as Superintendent, including, but not limited to a laptop, iPad, and printer (with technical specifications to be determined by

Superintendent). Additionally, the District shall reimburse the Superintendent for the reasonable and actual cost of purchasing a mobile phone, smart phone or PDA and shall reimburse the Superintendent: (1) for the business related actual monthly costs associated with the mobile phone service; and (2) the monthly costs associated with providing the Superintendent with access to the Internet at the Superintendent's home, through a reputable Internet Service Provider. The District's CFO may determine a constant monthly expense reimbursement amount based on actual receipts. The District recognizes that the Superintendent may make personal use of the technology and services in accordance with District acceptable use policies and procedures.

7. **Health, Dental, and Vision Insurance:** During the Superintendent's employment with the District, the District shall pay the premiums for hospitalization/major medical/health insurance, including dental and vision insurance, coverage for the Superintendent, his spouse and dependents, if any, for coverage with an insurance carrier selected by the Superintendent in his sole discretion from the plans offered by the District. The District shall provide the Superintendent, his spouse and dependents, if any, with all other benefits on the same basis as other 12-month administrative employees of the District. In the event, this Section conflicts with applicable non-discrimination provisions of the Affordable Care Act ("ACA") once proposed regulations are finally adopted and implemented by the Internal Revenue Service ("IRS"), the amount of the premiums set forth herein will be converted to salary if in the sole discretion of the Board President such conversion is necessary to avoid any penalty. In such event, the parties agree to execute an amendment or new contract incorporating any adjustments resulting from the new IRS regulations.
8. **Term Life Insurance:** During the Superintendent's employment with the District, the

District shall pay, on the Superintendent's behalf, the annual premium for a term policy of life insurance, selected by the District's CFO, in the aggregate face amount of 2.5 times the Annual Base Salary set out in Section 4. The Superintendent will own the policy and will have the sole discretion to designate beneficiary(ies) under the policy.

9. **Disability Insurance:** During the Superintendent's employment with the District, the District shall pay, on the Superintendent's behalf, the annual premium for a disability income protection insurance policy, selected by the District's CFO, having a monthly total benefit equal to 60% of the Annual Base Salary set out in Section 4 until the Superintendent reaches the age of sixty-five (65).
10. **Vacation, Holidays, and Personal Leave:** The Superintendent shall receive, and at the Superintendent's choice may take, twenty five (25) vacation days per year. 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, with prior notice to the Board President before taking such leave. The Superintendent shall observe the same District holidays as those observed by administrative employees on 12-month contracts. The Superintendent shall receive seven (7) personal leave days each year during the Term of this Contract. Vacation and personal leave shall accrue each year on July 1 during the Term of this Contract and shall accumulate and carry forward from year to year. Upon termination of employment for any reason, up to 40 accrued but unused vacation and personal leave days shall be paid to the Superintendent as a single taxable lump-sum payment at the Superintendent's then current daily rate of pay ("daily rate" defined as Annual Base Salary divided by 260 days).
11. **Sick Leave (State Leave):** The Superintendent shall receive five (5) sick days (state leave)

each year during the Term of this Contract. Sick leave days shall accrue each year on July 1 during the Term of this Contract. Sick leave shall accrue without limit but will not be paid to the Superintendent upon termination of employment.

12. **Teacher Retirement System:** The Board shall supplement the Superintendent's annual salary beginning on July 1, 2014 and through the term of this Agreement by an amount equal to the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement Systems required for the Superintendent by regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas.
13. **Supplemental Retirement Plan:** The Board shall contribute to a Supplemental Retirement Plan ("SRP") for the Superintendent. The Board shall contribute \$34,000.00 per annum to the SRP annually during the term of this Contract and any extension thereof. The SRP shall be composed of a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). All contributions to the SRP shall be non-elective and employer-paid, with no option for the Superintendent to receive contributions to the 403(b) plan in cash. The 403(b) plan shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The timing and order of contributions to the 403(b) plan shall be determined at the sole discretion of the Board, but in any event shall be made on or before December 31 of each year during the term of this Contract. The funds for the 403(b) plan shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole authority to determine how the funds in the SRP are invested. The District's contributions to the SRP

created under this Section, and all earnings thereon, shall be vested with the Superintendent as specified below. However, in the event that the Superintendent dies, is separated from employment by the Board without cause pursuant to a mutually agreeable voluntary separation or other similar agreement, the Superintendent shall become immediately vested in the funds in his account in the SRP. Nothing contained herein shall result in payments under this Section beyond the termination of the Contract, and at termination, any such payments will be pro-rated for full months worked under the Contract.

Date	Vested Percentage in SRP
June 30, 2015	33.00%
June 30, 2016	66.00%
June 30, 2017	100.00%

14. **Additional Retirement Plan:** The Board shall contribute to an Additional Retirement Plan ("ARP") for the Superintendent. The Board shall contribute \$8,000.00 per annum to the ARP annually during the term of this Contract and any extension thereof. The ARP shall be composed of a plan established under Section 457(b) of the Internal Revenue Code ("Code"). All contributions to the ARP shall be non-elective and employer-paid. The 457(b) plan shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The timing and order of contributions to the 457(b) plan shall be determined at the sole discretion of the Board, but in any event shall be made on or before December 31 of each year during the term of this Contract. The funds for the 457(b) plan shall each be invested in such investment vehicles as are allowable under the Code for the applicable

type of plan. The Superintendent shall have sole authority to determine how the funds in the ARP are invested. The District's contributions to the ARP created under this Section, and all earnings thereon, shall vest upon contribution. Nothing contained herein shall result in payments under this Section beyond the termination of the Contract, and at termination, any such payments will be pro-rated for full months worked under the Contract.

15. **Moving and Relocation Expenses:** The District shall reimburse the Superintendent for all documented reasonable moving and relocation expenses incurred in moving from Illinois to the District. Relocation expenses will include actual documented moving expenses for a one-time move (not to exceed \$12,000.00), reasonable and necessary documented expenses for the Superintendent and the Superintendent's family's travel to and from the District, and related lodging and meals, incurred between April 30, 2014 and August 15, 2014 to find suitable housing in the District. The Superintendent shall document all expenses with original receipts, cancelled checks or credit card statements. Such moving and relocation reimbursements, if applicable, shall be made in a timely manner upon presentation of invoices and other receipts in a form acceptable to the District or the District may pay these expenses directly. During the first year of this Contract, the Superintendent shall have up to five (5) additional days of personal leave to attend to moving and relocating his household from Illinois to the District, and rental and/or purchase of a residence in Texas. These five (5) days do not accrue and, to the extent not used, are lost on August 31, 2014.
16. **Interim Administrative Services:** The Board and Superintendent agree that prior to commencement of the employment term herein, the Superintendent will provide consulting services to the District up to a maximum of twelve (12) days. For those days worked as a

consultant, the District shall pay the Superintendent at a rate of \$1000 per day (for a total of no more than \$12,000). Further, the District will pay or reimburse the Superintendent for any and all actual documented reasonable costs incurred by the Superintendent for travel to the District, lodging and meals while performing these pre-employment consulting duties. Such actual or incidental costs may include, but are not limited to, airfare, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District.

17. **Certification:** By no later than July 1, 2016, the Superintendent must provide to the District documentation that a valid and appropriate certificate to act as a Superintendent in this state has been issued. After that date, and throughout the term of this Contract, the Superintendent must continue to possess a valid and appropriate certificate. Failure to obtain appropriate certification, or if the Superintendent's certification expires, is canceled, or is revoked, the District may provide the Superintendent with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
18. **Professional Organizations:** 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 President 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 local civic organizations in which the Superintendent participates and related travel outside of the District, subject to approval from the Board President.

19. **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 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. 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 shall pay the Superintendent's membership dues to those organizations as approved by the Board President. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership per organization as approved by the Board President.

20. **Outside Consultant Activities:** The Superintendent may serve as a consultant or undertake

speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District upon approval of the Board President. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this section must be consistent with state and federal law.

21. **Board/Superintendent Relationship/Meetings:** The Board and the Superintendent shall maintain a working relationship that is in the best interests of the District. The Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent/Board relationship.

a. **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/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.

b. **Board Meetings:** The Superintendent shall be permitted to attend all meetings of the Board, both open and closed, and participate in all deliberations of the Board, except those meetings or parts of meetings devoted to: (1) the consideration of any actions or lack of action on the Superintendent's Contract, salary, and/or benefits, and/or the Superintendent's evaluation; (2) resolving conflicts between or among individual Board

members; or (3) 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.

22. **No Reassignment:** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent. In the event of a transition period from the Superintendent to an incoming superintendent following the Superintendent's public announcement of and the Board's acceptance of resignation through the resignation effective date, and should their employment overlap, the Superintendent and the Board President shall mutually agree on a transitional title for the Superintendent such that no terms of this Contract change other than relinquishing the title of superintendent to the incoming superintendent.

23. **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 Superintendent's 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 23 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 23 shall survive the termination of this Contract.

24. **Development of Goals:** The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times 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.

25. **Superintendent Evaluation:**

- a. **Time and Basis of Evaluation:** The Board will evaluate the Superintendent annually in

writing in accordance with Board policy and applicable state law. 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.

b. **Confidentiality.** 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.

c. **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. 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.

26. **Extension/Nonrenewal:** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

27. **Termination:**

a. **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.

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

c. **Termination for Convenience.** The Superintendent may terminate this Contract for convenience at the end of any school year by filing a written letter of resignation with the Board. The letter of 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.

d. **Termination for Disability**

i. **Disability Procedure.** Subject to the requirements of the Americans With Disabilities Act of 1990 and other applicable law, should the Superintendent be unable to perform any or all of the duties of his position by reason of illness, accident, etc., following complete exhaustion of all accrued vacation, sick leave, and personal leave the Superintendent shall be placed on a six-month paid leave from the District upon a determination of Long Term or Permanent Disability as hereinafter provided. For the first six (6) months after the determination of Long Term or Permanent Disability, the Superintendent or Superintendent's representatives shall receive the Superintendent's full compensation and benefits attributable to that period, less any short term, long term, or residual disability benefits, or any other type of income protection benefit provided by the District for the Superintendent. The Superintendent shall also receive all accrued vacation, personal leave, sick leave, and prorated supplemental benefits. The District will not be obligated further to compensate the Superintendent after the expiration of said six (6) month period,

except for any obligations relating to the District's welfare or pension benefit plans imposed on the District from time to time by law or under such plan documents or as otherwise provided herein.

- ii. **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 Superintendent's duties or obligations of employment for a period which exceeds one hundred eighty (180) business days or an incapacity that is irreparable.
- iii. **Determination of Disability.** The determination of Long Term or Permanent Disability will be made by the Board based on a physical examination by a licensed physician in accordance with this section. In the event that the Superintendent ceases to be able to perform his duties and responsibilities under this Contract due to injury or illness, then at the Superintendent's option or upon reasonable request by the District, the Superintendent or his representative, within a reasonable time, shall provide the Board with a written statement from the Superintendent's licensed physician regarding the Superintendent's ability to perform the essential functions of the Superintendent's position with or without reasonable accommodations. The District may dispute such determination by providing written notice to the Superintendent or the Superintendent's representatives within thirty (30) days of the District's receipt of the physician's written statement. If the District disputes the determination of the Superintendent's physician, the District may request a second opinion from a licensed physician chosen by the District. If the physician selected by the District does not concur with the determination of the Superintendent's physician, then the District and the Superintendent shall mutually agree to a third

licensed physician whose determination shall be binding on all parties. The Superintendent hereby consents to any medical examinations required pursuant to this Contract. The costs of the physical examinations provided for herein shall be paid by the District.

iv. **Action of the Board.** If during the first six (6) months after the Superintendent has been determined to be disabled, the Superintendent determines that his disability has ceased, then, upon delivery to the District of a full medical release from the Superintendent's physician, he may resume his full duties and continue to receive his full compensation and benefits under this Contract. If, however, the Superintendent is unable to perform the essential functions of his position with or without reasonable accommodation after the expiration of said six (6) month period, the District may, upon a redetermination of Disability under subparagraphs (ii) and (iii), terminate this Contract without further obligation to Superintendent by providing the Superintendent with written notice of such termination.

e. **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as follows:

- 1) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- 2) 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;
- 3) Insubordination or failure to comply with lawful written Board directives;
 - 4) Failure to comply with the Board's policies or the District's administrative regulations;
 - 5) Neglect of duties;
 - 6) Drunkenness or excessive use of alcoholic beverages;
 - 7) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
 - 8) Conviction of a felony or crime involving moral turpitude;
 - 9) Failure to meet the District's standards of professional conduct;
 - 10) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
 - 11) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
 - 12) 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;
 - 13) Assault on an employee or student;
 - 14) Knowingly falsifying records or documents related to the District's activities;
 - 15) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;

16) Failure to fulfill requirements for superintendent certification; or,

17) Any other reason constituting "good cause" under Texas law.

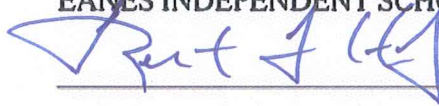
f. **Termination Procedure.** In the event that the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

28. **Annual Physical Examination:** On or before April 1 of each year this Contract or any extension or renewal is in effect, the Superintendent shall undergo an annual physical examination by the Superintendent's primary care physician or other physician mutually acceptable to the Superintendent and Board President. The physician shall submit a confidential statement to the Board President verifying that the Superintendent is fit to perform the essential function of his job. Copies of such statements shall be confidential to the extent permitted by law. The District shall pay all actual and reasonable costs of the annual physical examination to the extent it is not covered by District health insurance.
29. **Controlling law:** This Contract shall be governed by the laws of the state of Texas without regard to conflicts of law principles. Mandatory and exclusive venue for any action arising out of this Contract is a court of competent jurisdiction in Travis County, Texas.
30. **Entire Agreement:** This Contract supersedes all prior agreements and resolutions concerning employment of the Superintendent into one document. This Contract may only be amended by written instrument, executed by both parties.
31. **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.

32. **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.

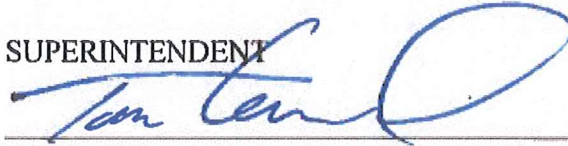
EANES INDEPENDENT SCHOOL DISTRICT



President, Board of Trustees

Date: 5/14/14

SUPERINTENDENT



Dr. Tom Leonard, Individually

Date: 5/12/14

ADDENDUM NO. 1

EANES INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT
DR. THOMAS LEONARD

This Addendum No. 1 is hereby made and effective this the 20th day of May, 2015 ("Effective Date") and is made a part of that certain Superintendent's Employment Agreement between the Eanes Independent School District (the "District") and Dr. Thomas Leonard (the "Superintendent") approved May 13, 2014 (the "Agreement").

WITNESSETH:

I.

In consideration of the mutual covenants herein and the continued employment of the Superintendent by the District, the District does hereby make the following modifications to the Agreement:

- A. Paragraph 1 of said Agreement is changed so as to extend the term of the contract from June 30, 2017 to June 30, 2019.

All other terms and conditions of said Agreement shall remain in full force and effect.

Executed this 20 day of May, 2015

EANES INDEPENDENT SCHOOL DISTRICT

By: 

Board President



Superintendent

ADDENDUM NO. 2

EANES INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT
DR. THOMAS LEONARD

This Addendum No. 2 is hereby made and effective this the 1st day of February, 2016 ("Effective Date") and is made a part of that certain Superintendent's Employment Agreement between the Eanes Independent School District (the "District") and Dr. Thomas Leonard (the "Superintendent") approved May 13, 2014 (the "Agreement").

WITNESSETH:

In consideration of the mutual covenants herein and the continued employment of the Superintendent by the District, the District does hereby make the following modifications to the Agreement:

- A. Paragraph 5 of said Agreement, titled "**Business Expense**," is hereby amended as follows:

"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 documented travel ~~inside and outside the District of Education Service Center Region 13.~~ Such actual or incidental costs may include, but are not limited to documented mileage, parking, tolls, taxis, airfare, 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. The District shall not pay actual and incidental costs incurred by the Superintendent for travel within Education Service Center Region 13."

- B. The following provision shall be added to the Agreement as Paragraph 5.1, to be titled "**Vehicle Allowance**":

"In addition to the annual salary above, the District shall pay the Superintendent six hundred dollars (\$600) per month as an allowance for vehicle and related expenses for travel within Education Service Center Region 13."


All other terms and conditions of said Agreement shall remain in full force and effect.

Executed this 9th day of February, 2016

EANES INDEPENDENT SCHOOL DISTRICT

By:


Board President


Superintendent

ADDENDUM NO. 3

EANES INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT
DR. THOMAS LEONARD

This Addendum No. 3 is hereby made and effective this the 21st day of February, 2017 ("Effective Date") and is made a part of that certain Superintendent's Employment Agreement between the Eanes Independent School District (the "District") and Dr. Thomas Leonard (the "Superintendent"), approved May 13, 2014 (the "Agreement").

WITNESSETH:

In consideration of the mutual covenants herein and the continued employment of the Superintendent by the District, the District does hereby make the following modifications to the Agreement:

- A. Paragraph 1 of said Agreement is changed so as to extend the term of the contract from June 30, 2019 to June 30, 2021.
- B. Paragraph 4 of said Agreement, titled "Annual Base Salary," is hereby amended to change the first sentence of the Paragraph as follows:

"The District shall provide the Superintendent with an annual salary in the sum of Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00) per annum and predicated on 260 work days each year."

- C. The following provision shall be added to the Agreement as Paragraph 14.1, to be titled "**Longevity Compensation**":

"In order to encourage continuity and stability of leadership in the District, the District wishes to provide additional compensation to the Superintendent as a reward for reaching certain longevity goals. These longevity payments shall be made as follows:

- a. If the Superintendent remains continuously employed by the District from his original hire date through June 30, 2017, the longevity payment shall be Ten Thousand and No/100 Dollars (\$10,000.00).
- b. If the Superintendent remains continuously employed by the District from his original hire date through June 30, 2018, the longevity payment shall be Fifteen Thousand and No/100 Dollars (\$15,000.00).
- c. If the Superintendent remains continuously employed by the District from his original hire date through June 30, 2019, the longevity payment shall be Twenty Thousand and No/100 Dollars (\$20,000.00).
- d. If the Superintendent remains continuously employed by the District from his original hire date through June 30, 2020, the longevity payment shall be Twenty-Five Thousand and No/100 Dollars (\$25,000.00).

- e. If the Superintendent remains continuously employed by the District from his original hire date through June 30, 2021, the longevity payment shall be Thirty Thousand and No/100 Dollars (\$30,000.00).

Annually, prior to June 1 of each year, the Superintendent will elect, in writing, to the District's Business Services department, whether the Longevity Compensation for that year should be 1) deposited directly into a supplemental retirement annuity (403 or 457 plan) in accordance with law and consistent with the guidelines for such retirement plans in this Agreement; or 2) paid in a lump sum payment in the June payroll cycle of that year, minus any applicable withholdings and/or taxes. In the absence of an election by the Superintendent, the default method of payment shall be a lump sum payment in accordance with 2) above.

If in the event this Agreement is terminated for any reason prior to the Superintendent becoming entitled to Longevity Compensation under (a) through (e) above, then the Superintendent will forfeit the right to such additional compensation and the District will be released and excused from the payment of any part thereof."

All other terms and conditions of said Agreement shall remain in full force and effect.

Executed this 21st day of February, 2017

EANES INDEPENDENT SCHOOL DISTRICT

By:

Colleen Jones
Board President

[Signature]
Superintendent

ADDENDUM NO. 4

EANES INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT
DR. THOMAS LEONARD

This Addendum No. 4 is hereby made and effective this the 14th day of December, 2018 ("Effective Date") and is made a part of that certain Superintendent's Employment Agreement between the Eanes Independent School District (the "District") and Dr. Thomas Leonard (the "Superintendent"), approved May 13, 2014 (the "Agreement").

WITNESSETH:

In consideration of the mutual covenants herein and the continued employment of the Superintendent by the District, the District does hereby make the following modifications to the Agreement:

- A. Paragraph 1 of said Agreement is changed so as to extend the term of the contract from June 30, 2021 to June 30, 2023.
- B. Paragraph 4 of said Agreement, amended by Addendum No. 3, titled "Annual Base Salary," is hereby amended to change the heading of the Paragraph and the first sentence of the Paragraph as follows, with the remainder of the Paragraph remaining the same:

"Salary: Beginning December 14th, 2018, the District shall provide the Superintendent with a base salary in the sum of Two Hundred, Ninety-Five Thousand, Five Hundred Eighty-Six and No/100 Dollars (\$295,586.00) and predicated on 260 work days each year."

- C. Paragraph 6 of said Agreement, titled "Information Technology/Communications" is hereby amended as follows:

"The District will provide the Superintendent with appropriate technology for use in his duties as Superintendent, including, but not limited to a laptop, iPad, and printer (with technical specifications to be determined by Superintendent). Additionally, the District shall reimburse the Superintendent for the reasonable and actual cost of purchasing a mobile phone, smart phone or PDA and shall reimburse the Superintendent: ~~(1) for the business-related actual monthly costs associated with the mobile phone service; and (2) the monthly costs associated with providing the Superintendent with access to the Internet at the Superintendent's home, through a reputable Internet Service Provider.~~ The District's CFO may determine a constant monthly expense reimbursement amount based on actual receipts. The District recognizes that the Superintendent may make personal use of the technology and services in accordance with District acceptable use policies and procedures."

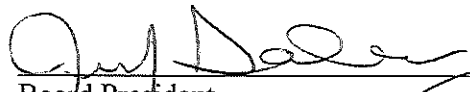
D. Paragraph 14.1 of said Agreement, added in Addendum No. 3 and titled “**Longevity Compensation,**” shall be amended to add paragraphs (f) and (g) as follows, with the remainder of the Paragraph remaining the same:

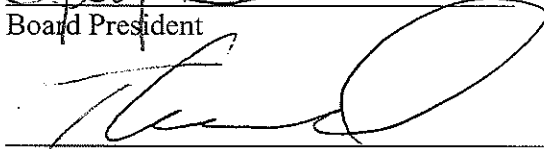
- f. “If the Superintendent remains continuously employed by the District from his original hire date through June 30, 2022, the longevity payment shall be Thirty-Five Thousand and No/100 Dollars (\$35,000.00).
- g. If the Superintendent remains continuously employed by the District from his original hire date through June 30, 2023, the longevity payment shall be Forty Thousand and No/100 Dollars (\$40,000.00).”

All other terms and conditions of said Agreement shall remain in full force and effect.

Executed this 14th day of December, 2018.

EANES INDEPENDENT SCHOOL DISTRICT

By: 
Board President


Superintendent