

HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT
AMENDED SUPERINTENDENT'S CONTRACT

This Amended Superintendent's Contract (the "Agreement") is made and entered into by and between the Board of Trustees (the "Board") of the Highland Park Independent School District (the "District") and Dr. Thomas Trigg (the "Superintendent"), and is effective July 1, 2016.

This Agreement supersedes and replaces the Superintendent's Contract between the Board and the Superintendent that was effective on June 22, 2015. The Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 and Chapter 21, Subchapter E of the of the Texas Education Code, do hereby agree as follows:

1 TERM

1.1 Employment. The Board agrees to continue to employ the Superintendent and the Superintendent agrees to continue his employment as Superintendent of Schools for the District for a term continuing through June 30, 2021. For purposes of this Agreement, the "Contract Year" is defined as the twelve-month period beginning July 1 and ending June 30.

1.2 Extension of Term. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law. Failure to extend the Agreement will not constitute a nonrenewal.

1.3 No Right of Tenure. 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 contractual obligation, expectancy of continued employment, property interest, or other claim of entitlement is created beyond the term of this Agreement.

2 EMPLOYMENT

2.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in any District job description for the superintendent position and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further 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. It shall be the further duty of the Superintendent to accept all resignations of employees of the District to the extent consistent with the Board's policies, except the Superintendent's resignation, which may be accepted only by the Board. 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.

2.2 Outside Activities. The Superintendent agrees to devote his full time, skill, labor, and attention to performing his duties to the District under this Agreement, but may, with prior written consent of the Board, undertake lawful consulting work, speaking engagements,

writing, lecturing, and other professional duties and obligations or product and services research and development that do not conflict or interfere with the Superintendent's professional responsibilities to the District. In connection with any such engagements, the Superintendent may accept a reimbursement of expenses at no expense to the District.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent.

2.4 The Superintendent shall maintain and furnish to the Board upon request evidence of his maintaining throughout the life of this Agreement the required certifications, permits, and documents required by state law and applicable Board policies, as well as any experience records, college transcripts, verification of earned degrees, proof of criminal records check, his Social Security Number, and other records required for the District's personnel files or payroll purposes. Failure to maintain valid and appropriate required certifications and permits shall render this Agreement void.

2.5 Criminal History Information. If required by the District, TEA, or SBEC, the Superintendent agrees to submit to a review of his national criminal history record information and any state criminal history information and to complete and submit such authorizations and other documents as well as submit to fingerprinting as requested by the District, TEA, or SBEC to facilitate such review. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Agreement. The Superintendent also agrees that, during the term of this Agreement, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any criminal charge excluding minor traffic violations. The Superintendent agrees to provide such notification in writing within seven (7) calendar days of the event or any shorter period specified in Board policy. The Superintendent

represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, fraud or material omissions by the Superintendent in or concerning any required records or in connection with the employment application process shall be grounds for termination or nonrenewal.

2.6 Indemnification and Liability Insurance. To the extent it may be permitted to do so 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 the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against the 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 the Superintendent as an employee of the District, acting within the course and scope of the 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 the 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 the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the 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 the 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 2.6 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 2.6 shall survive the termination of this contract. The District also will provide liability insurance covering the Superintendent and the costs of litigation as required by District policy.

2.7 Board Meetings. The Superintendent shall attend all open and closed meetings of the Board and shall be permitted to attend all open and closed meetings of Board committees, with the exception of those closed meetings, whether of the Board or a Board committee, devoted to the consideration of any action or lack of action on the Superintendent's contract, or the Superintendent's evaluation, 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, if any, shall attend such meetings

2.8 Intellectual-Property Rights. The Superintendent agrees to assign, and does hereby assign, to the District all rights, including without limitation all intellectual-property rights, in all inventions, discoveries, concepts, ideas and expressions thereof, improvements, computer programs and other works of authorship, know-how, data, and the like (whether or not subject to patent, copyright, trademark, or trade-secret protection) that the Superintendent, either individually or jointly with others, discovers, creates, conceives, makes, perfects, develops, or reduces to practice that relates to or results from, in any way, any other intellectual-property or other rights owned by the District or any business, activity, project, or operation in progress at the District or contemplated or planned for the future by the District at the date of or during the Superintendent's employment with the District, or made or conceived by the Superintendent while using resources provided by the District, while performing services for the District, or while on the District premises, whether or not within the scope of the Superintendent's

employment. The Superintendent acknowledges and agrees that he will have no ownership, license, or other interest whatsoever in any of the rights transferred above, nor any right to receive any payment, royalty, or other consideration in exchange for any transferred rights, and that the compensation and benefits payable to the Superintendent under this Agreement constitutes sufficient consideration for any and all transfers of rights hereunder.

3 COMPENSATION

3.1 Annual Salary. The Board agrees to pay to the Superintendent an annual salary in the amount of \$320,000. This annual salary shall be paid to the Superintendent in approximately equal installments, consistent with the Board's policies and the District's payroll practices, and shall, as allowed by law, be treated as creditable compensation for calculating his benefits under the Texas Teacher Retirement System ("TRS"), including withholding TRS member contributions on said payments.

3.2 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 3.1 of this Agreement. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract or an amendment to this Agreement incorporating the adjusted salary.

3.3 Doctoral Stipend. In addition to his annual salary, the District shall pay the Superintendent an annual salary stipend in the total amount of \$5,000 per Contract Year based on his added value and qualifications because he holds a Doctoral degree, in regular monthly payroll installments as earned consistent with the Board's policies and the District's payroll practices. The Doctoral stipend shall not be prorated for the initial Contract Year.

3.4 Teacher Retirement System of Texas Supplement. The Superintendent will participate in the TRS according to applicable laws and regulations governing such participation. The District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's monthly member contribution to the TRS. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments as earned and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS. For each Contract Year under this Agreement, the salary supplement shall equal 100% of the Superintendent's total member contributions to TRS for the Contract Year.

4 BENEFITS AND EXPENSES

4.1 Insurance. The District shall provide and pay for insurance coverage for the Superintendent, including major medical, dental, and life insurance pursuant to the group health care plan provided by the District for its administrative employees and shall provide him with all other benefits on the same basis as other twelve-month administrative employees of the District.

4.2 Physical Examinations. The District will reimburse the Superintendent for the reasonable expenses not to exceed \$5,000 annually incurred in obtaining voluntary annual physical examinations to the extent such expenses are not covered by District-provided medical insurance.

4.3 Vacations, Holidays, Sick Leave. The Superintendent may take vacation as authorized by policies adopted by the Board for administrative employees on 12-month contracts except that notwithstanding such policies the Superintendent's is entitled to the greater of seventeen (17) days or the same number of days of vacation days authorized by policies adopted by the Board for administrators on twelve-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. Accrued but unused vacation days shall accumulate and carry forward from year to year during the term of this Agreement. At retirement, or when the Agreement is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation days at the Superintendent's daily rate of pay as of the payment date. 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 illness benefits and leave as authorized by Board policies for administrative employees on 12-month contracts.

4.4 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 Agreement. Expenses for matters covered within the provisions of Sections 4.5 through 4.9 are reimbursable under the terms of the applicable Section and are not separately reimbursable under this Section 4.4.

4.5 Technology and Communications Allowance. The District shall provide the Superintendent with a Technology and Communications allowance in the sum of One Hundred Fifty and No/100 Dollars (\$150.00) per month. The Superintendent shall maintain a personal account for Technology and Communications service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of his personal account and the District shall have no obligation or responsibility related to said Technology and Communications account other than the monthly payment to the Superintendent of the Technology and Communications allowance stated herein.

4.6 Automobile Allowance and Travel. The District shall provide the Superintendent with an allowance for an automobile and related expenses for in-District travel in the sum of One Thousand and No/100 Dollars (\$1,000.00) per month. In addition, the District shall reimburse the Superintendent for reasonable expenses incurred in out-of-District travel undertaken by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. Such reimbursable out-of-district travel expenses may include, but are not limited to, gasoline, mileage at the federal rate, airfare, hotels and accommodations, meals, rental car, parking and other expenses.

4.7 Professional Growth and Civic Activities. 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 reasonable attendance and participation, including through holding offices not inconsistent with the role of Superintendent, in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board. The Board also encourages the Superintendent to participate in community and civic affairs, including through holding offices not inconsistent with the role of Superintendent. The District will pay or reimburse the Superintendent for the reasonable expenses of such professional growth activities and community and civic affairs.

4.8 Housing.

- (a) As a condition of employment, the Board requires that the Superintendent live within the territorial boundaries of the District.
- (b) The District previously agreed to extend to the Superintendent an interest-free purchase money loan, secured by a first lien deed of trust and mortgage, in a principal amount up to \$1,200,000.00, for the purpose of the Superintendent purchasing and living in a home within the territorial boundaries of the District. The terms of that loan are governed by a promissory note, deed of trust, and other documents executed in connection with the loan, none of which are amended or modified in any way by this Agreement.

- (c) For each calendar year during which any portion of the interest-free purchase money loan described in Section 4.8(b) remains outstanding, the District will make a tax gross-up payment to the Superintendent to compensate the Superintendent for the federal income and employment taxes that will be imposed upon the Superintendent with respect to the compensation includible in his income for such tax purposes by reason of such purchase money loan (the "Gross-Up Payment"), after taking into account any federal income tax deduction available to the Superintendent for home mortgage interest. The Gross-Up Payment to be paid for each year shall be computed using the actual effective federal income tax rate of the Superintendent and the actual effective federal employment tax rates applicable to such compensation for such year. The Gross-Up Payment shall be paid in the calendar year next following the calendar year in which compensation is includible in the Superintendent's income by reason of the District's extending the purchase money loan (the "Payment Year"). After the Superintendent has completed his personal tax return applicable to the year preceding the Payment Year and such return is in final form sufficient for filing with the Internal Revenue Service (the "Completed Return"), the Superintendent shall, before filing the Completed Return with the Internal Revenue Service, submit the Completed Return to the District as substantiation of his actual effective federal income tax rate for the year preceding the Payment Year. Within 10 days after the Superintendent's submission to the District of the Completed Return, the District shall pay the Gross-Up Payment based on the actual effective federal income tax rate as reflected in the Completed Return. Thereafter, the Superintendent shall promptly file the Completed Return with the Internal Revenue Service. Should any changes be made to the Completed Return (other than the addition of signatures and dates) prior to its filing with the Internal Revenue Service, the Superintendent will immediately notify the District and provide the District with documentation of such changes. If such changes result in a change to the Superintendent's actual effective federal income tax rate for the year preceding the Payment Year, then within 10 days the Gross-Up Payment shall be reconciled, either by the Superintendent's repayment of any overpayment or by the District's payment to the Superintendent of any underpayment. In no event shall the Gross-Up Payment be paid later than November 30 of the Payment Year. If the Superintendent's employment terminates before the end of any calendar year after 2015, then any provision of this Section to the contrary notwithstanding, the Gross-Up Payment for the year of termination shall be determined by multiplying the number of completed months of employment during that year by the monthly rate of the prior year's Gross-up Payment (determined based on the Superintendent's actual period of employment completed during that prior year) and shall be paid no later than the later of (i) November 30 of the year of termination or (ii) the 60th day after the date of termination.

4.9 Expenses — General. In connection with all expense reimbursements provided for in this Agreement, the Superintendent shall comply with all District procedures and

documentation requirements in seeking such reimbursements, provided, however, that, notwithstanding such procedures, the documentation required for each such reimbursement must be submitted by the Superintendent to the District no later than 90 days after such expense is incurred, and the District's reimbursement payment to the Superintendent for such expense will be made no later than 60 days following the Superintendent's submission of the required documentation.

5 PERFORMANCE REVIEW

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Agreement. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in this Agreement and any Superintendent job description of the District. The evaluation will be conducted no later than 120 days before the first day of instruction of the following school year, or by such other date as is mutually acceptable to the Superintendent and the Board.

5.2 Confidentiality. 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.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall comply with District policy and state law. Should the Board modify the evaluative instrument used to assess the Superintendent's performance, the Board will provide the Superintendent with notice of the new instrument a reasonable period of time before the evaluation in order to permit the Superintendent to adjust his performance to the new evaluative instrument. 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.

6 TERMINATION OF AGREEMENT

6.1 Mutual Consent. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.

6.2 Termination for Good Cause. The Board may dismiss the Superintendent and terminate this Agreement at any time for good cause in accordance with the 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 Agreement;
- (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 District's policies or administrative regulations;
- (e) Neglect of duties;
- (f) Excessive use of alcoholic beverages on school property, at a school-related function, or otherwise incident to the Superintendent's employment;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act (or any successor law);
- (h) Conviction, which shall include any order of deferred adjudication, for a crime involving moral turpitude or for any felony;
- (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) Any physical or mental condition that precludes the Superintendent from performing the essential functions of his position despite any reasonable accommodation required by law, provided however that this provision shall not apply to periods of time during which the Superintendent is entitled to a leave of absence pursuant to any law that precludes termination during such leave of absence;
- (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 in the conduct of the District's business;
- (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 "good cause" under Texas law.

6.3 Death, Retirement. This Agreement will terminate upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

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

6.5 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 school year. The Superintendent may resign at any other time

only with the consent of the Board. In that event, this Agreement will terminate on the effective date specified in the resignation.

6.6 Nonrenewal. The Board may renew or nonrenew this Agreement in accordance with Texas Education Code Chapter 21, Subchapter E, and District policy. Notwithstanding anything to the contrary in section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled reasonable notice, in writing, of the reason(s) for the proposed nonrenewal not later than the 90th day before the last day of the contract term.

7 GENERAL

7.1 Controlling Law. This Agreement is governed by the laws of the State of Texas.

7.2 Entire Agreement/Amendment. This Agreement: (i) contains and constitutes the entire understanding and agreement between the parties with respect to its subject matter; (ii) supersedes and cancels any previous negotiations, agreements, commitments, and writings with respect to that subject matter; and (iii) may not be released, discharged, abandoned, supplemented, changed, or modified in any manner except by a writing of concurrent or subsequent date signed by both parties. Notwithstanding the foregoing, this Agreement does not modify or amend any of the documents executed in connection with the issuance of the loan as referenced in Section 4.8.

7.3 Savings Clause. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

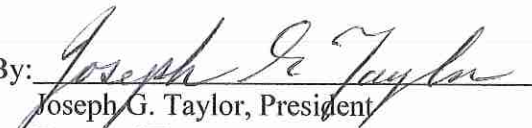
7.4 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of the District's policies, or any permissive

state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of such policies or laws.

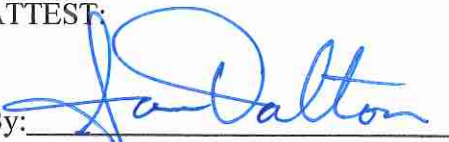
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EXECUTED AND AGREED TO:

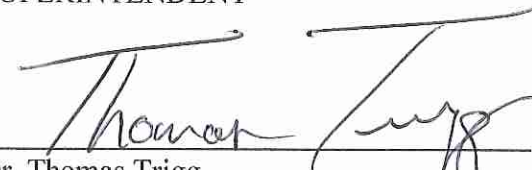
HIGHLAND PARK INDEPENDENT SCHOOL
DISTRICT

By: 
Joseph G. Taylor, President
Board of Trustees
7015 Westchester Drive
Dallas, Texas 75201

ATTEST:


By: Sam Dalton, Secretary
Board of Trustees

SUPERINTENDENT


Dr. Thomas Trigg

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