

**STATE OF TEXAS
COUNTY OF UPSHUR**

FIRST AMENDED EMPLOYMENT AGREEMENT

The BOARD OF TRUSTEES ("Board" or "District") of the ORE CITY INDEPENDENT SCHOOL DISTRICT, employs the undersigned Employee, **Lynn Heflin** ("Employee"), and Employee accepts employment on the following terms and conditions:

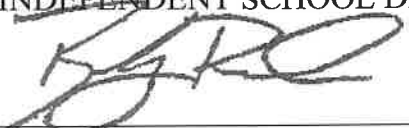
1. The Employee shall be employed beginning on August 1, 2019, and continuing from day to day until either party terminates this Agreement as provided herein.
2. *Amended as follows*: Beginning February 1, 2022 The Board shall pay Employee an annual Salary of \$135,000.00 for the position of Superintendent, based on a 226 day, full time calendar. The Employee's salary includes consideration for all duties and responsibilities contemplated by the job description of Superintendent. The employee may delegate duties as required to ensure completion of job responsibilities necessary to maintain effective operation of the District.
3. The Employee shall at all times during employment maintain a valid certificate required of a superintendent by the state of Texas.
4. Employee shall comply with and be subject to state and federal law and District policies, rules, regulations, and administrative directives, as they exist at the time the Agreement begins or may be amended during the term of the Agreement. Employee shall faithfully perform to the satisfaction of the District all duties set forth in the job description or as assigned.
5. The District agrees to provide Employee a legal defense to any and all demands, claims, suits, actions, and legal proceedings that arise or are brought against Employee for conduct within the scope of his employment. The District's obligation to provide a legal defense to Employee under this paragraph survives the termination of this Agreement.
6. This Agreement is not a "term contract" subject to the provisions of Subchapter E, Chapter 21, of the Texas Education Code. No right to tenure or any other contractual obligation or other expectancy of continued employment or claim of entitlement is created beyond the Agreement term.

7. The Board may dismiss Employee and terminate this Agreement at any time by giving 60 days' notice in writing that the Agreement will terminate.
8. After Employee has begun service under this Agreement, Employee may resign from the Agreement by giving the District 60 day's written notice. Release under any other circumstance after service has begun shall be only with District approval, pursuant to local policy. If released from the Agreement, Employee shall receive any due and owing salary amount at the next regular payroll disbursement.
9. If the Board terminates this Agreement, or if Employee resigns, employment ceases as of the effective date of that action, and the Board's financial obligation to Employee after that date extends only to earned salary due and owing under this Agreement.
10. Nothing in this Agreement prohibits the Employee from performing outside work for compensation, so long as such work does not interfere with the performance of duties under this Agreement.
11. This Agreement is subject to all applicable federal and state laws, rules and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the Agreement.
12. The parties agree that this Agreement combines all prior agreements and representations concerning employment of the Employee into one document. This Agreement supersedes all prior agreements and representations concerning employment. No amendments to this Agreement shall be binding unless authorized by the Board, reduced to writing, and signed by both parties.

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

Employee's Signature:  Date: 3-1-22

ORE CITY INDEPENDENT SCHOOL DISTRICT

BY:  Date: 3-1-22
Bobby Byrd, Board President