FIRST AMENDMENT TO
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT CONTRACT

This First Amendment to the Duncanville Independent School District Superintendent Employment Contract (the "First Amendment to Contract") is made and entered into by and between the Board of Trustees (the "Board") of the DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (the "District") and DR. THEODIS LAMAR GOREE, JR. (the "Superintendent"). This First Amendment to Contract is effective January 1, 2026.

WHEREAS, the District and the Superintendent entered into the Duncanville Independent School District Superintendent Employment Contract signed and dated April 22, 2024 (the "Contract"); and

WHEREAS, the District and the Superintendent desire to amend Sections of the Contract specifically relating to the Superintendent's compensation and benefits.

NOW, THEREFORE, the District and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Sections l 1.20l(b) and Chapter 21, Subchapter E of the Texas Education Code, and the determination that this amendment is necessary for the conduct of the public schools within the District, have agreed, and do hereby agree as follows:

1. Effective January 1, 2026, Section 4.5 of the Contract is hereby amended by striking the number of compensable accrued but unused vacation days as "up to ten" and replacing it with "all" accrued but unused vacation days as follows:

> **4.5 Vacation, Holidays, and Leave Benefits**. The Superintendent shall receive, and at the Superintendent's choice, may take twenty (20) days of vacation per year of this Contract. At the conclusion of each twelve-month contract period, all accrued but unused vacation days shall be paid to the Superintendent, at the Superintendent's discretion, as a single taxable lump-sum payment at the Superintendent's then current daily rate of pay as calculated on a 226 workday calendar. 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. The Superintendent shall observe the same legal holidays provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same sick and personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. The District shall pay the Superintendent for all accrued, unused local leave days upon separation of Superintendent's employment with the District, up to a maximum of sixty (60) days, in accordance with Board Policy DEC (LOCAL).

2. Effective January 1, 2026, Section 4.7 of the Contract is hereby amended to add Subsection 4.7.1 as follows:

> **4.7.1. Civic Activities Reimbursement**. The Board shall reimburse the Superintendent for any reasonable expenses incurred by the Superintendent during the Superintendent's participation in community and civic activities as described in Paragraph 4.7 of the Contract. Expenses may include, but are not limited to, membership fees and dues, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in participating in community and civic activities related to the educational mission and goals of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board and District policies.

3. Effective January 1, 2026, Section 4.8 of the Contract is hereby amended by striking the contribution number "Fifteen Thousand Eight Hundred and Seven and no/100 Dollars ($15,807.00)" and replacing it with "Twenty-Five Thousand and no/100 Dollars ($25,000.00)," and by striking "June 30, 2025" and replacing it with "January 1, 2026," as follows:

> **4.8 Annuity**. The District shall make contributions of Twenty-Five Thousand and no/100 Dollars ($25,000.00) per year to a qualified retirement plan established under Section 401(a) of the Internal Revenue Code (the "Code"), referred to herein as the 401(a) Plan, for the benefit of the Superintendent. Those contributions will be made beginning January 1, 2026, and on or before June 30 of each year thereafter as long as the Superintendent is employed by the District on that date. The Superintendent shall become fully vested in his account in such 401(a) Plan immediately upon receipt of the funds. The investments for the Superintendent's funds in the 401(a) Plan shall be selected solely by the Superintendent, within the limitations of the Code and the plans.

4. Effective January 1, 2026, the Contract is hereby amended to add Section 4.11 as follows:

> **4.11 Business/Technology/Telecommunications Allowance**. The District shall pay the Superintendent an amount of $500.00 per month during the Superintendent's employment with the District as a business/technology/ telecommunications allowance to provide for reasonable expenses associated a cellular telephone, computer, internet communication, remote-work station, or any other technical equipment for the Superintendent's use at his home for District business. This payment shall be made in equal periodic payments at the same time as payments of the Superintendent's base salary.

5. Effective January 1, 2026, the Contract is hereby amended to add Section 4.12 as follows:

> **4.12 Automobile Allowance**. The District shall pay the Superintendent an amount of $800.00 per month during the Superintendent's employment with the District as an automobile allowance for the Superintendent's use for travel associated with his performance of District business, activities associated with furthering the educational mission of the District, and personal use. This payment shall be made in equal periodic payments at the same time as payments of the Superintendent's base salary.

6. Effective January 1, 2026, the Contract is hereby amended to add Section 4.13 as follows:

> **4.13 Retention Supplement**. The Board recognizes that it is in the best interest of the District and the Superintendent for him to remain employed with the District. To promote and incentivize the Superintendent's continued service to the District and pursuit of professional excellence which furthers the District's educational mission, the District shall establish an employer paid retirement plan under Section 403(b) and/or Section 457 of the Code or create a deferred compensation account. Beginning January 1, 2026, and for each subsequent year during the term of this Agreement or any extension thereof through December 30, 2030, the District shall contribute a lump sum of twenty-five thousand dollars ($25,000) on an annual basis to the 403(b) and/or 457 plan or deferred compensation account on or before January 31st each year, with the first contribution being made on or before May 30, 2026. The contributions and all earnings thereon made by the District on or before January 31, 2027, 2028, 2029, and 2030 shall not vest in the Superintendent until the end of five years, which is December 30, 2030, and such vesting is specifically conditioned upon the Superintendent being employed in that position by the District on that date. If the Superintendent leaves employment with the District for any reason prior to December 30, 2030, all such contributions and all earnings thereon shall remain the property of the District, and the Superintendent shall have no legal right or expectation to receive any of such funds. After December 30, 2030, the District's annual contribution to the 403(b) and/or 457 plans or deferred compensation account and all earnings thereon shall 100% vest in the Superintendent. If the Superintendent leaves employment with the District for any reason prior to December 30, 2030, the annual contribution and all earnings thereon to the 403(b) and/or 457 plans or deferred compensation accounts made by the District on or before December 30, 2030, shall remain the property of the District, and the Superintendent shall have no legal right or expectation to receive any of such funds. If the District chooses to use a 403(b) and/or 457 plan, contributions shall first be made to the 403(b) plan. If the District's annual contribution exceeds the contribution limit established by law for the 403(b) plan, then the District's remaining annual contribution shall be made to the 457 plan. No District contribution shall be made to the 403(b) and/or 457 plans or deferred compensation account after the Superintendent's employment in that position ends, and any

unvested funds remain the property of the District if the Superintendent ceases to be employed in that position.

8. Effective January 1, 2026, Section 7.6 of the Contract is hereby amended in its entirety and substituted with the following:

> **7.6 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. All existing agreements and contracts, both verbal and written, between the Superintendent and the District regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the District and Superintendent unless amended in accordance with the terms of this Contract.

9. All other terms and conditions of the Contract shall remain in full force and effect.

DUNCANVILLE INDEPENDENT SCHOOL DISTRICT

By: Jacqueline Culton Date: 2-16-25
Jacqueline Culton
President, Board of Trustees

ATTEST:

By: Cassandra Phillips Date: 2/17/26
Cassandra Phillips
Secretary, Board of Trustees

By: Date: 2-16-2026
Dr. Theodis Lamar Goree, Jr.
Superintendent