

STATE OF TEXAS

COUNTY OF TAYLOR

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Merkel Independent School District (the "District") and Bryan Wade Allen (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 (b) and Chapter 21, Subchapter E, Texas Education Code, have agreed and do hereby agree, as follows:

1. The Board agrees to employ the Superintendent on a twelve-month basis for 3 year contract beginning July 1, 2017 and ending June 30, 2020.
2. This Agreement is conditioned on the Superintendent providing the necessary certification and experience records, and other records required for district personnel files or payroll purposes according to district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.
3. **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 the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise.
4. **Board Meetings.** The Superintendent or the Superintendent's designee shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of the Superintendent's Contract, or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's evaluation and to interpersonal relationships between individual Board members. However, both the Board and Superintendent may share the content of the Superintendent's evaluation with their respective legal counsel.
5. **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints and suggestions called to the Board's attention either: (a) to the Superintendent for appropriate consideration; or (b) to the appropriate complaint resolution procedures as established by Board policies.

6. **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the superintendent shall at all times be conducted in closed meeting and shall be considered confidential to the extent permitted by law. However, both the Board and Superintendent may share the content of the Superintendent's evaluation with their respective legal counsel.

7. **Indemnification.** 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 currently pending or subsequent hereto brought against the Superintendent in his individual capacity or his official capacity as an employee and the Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses or attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent and 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, claims, 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 criminal conduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings, nor to any investigations or proceedings in which the District and the Superintendent are adverse to each other; 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 the 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 7 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code Chapter 102, it shall be construed and modified accordingly. The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. Both the District's obligation and the Superintendent's obligation under this Section 7 shall continue after the termination of this Agreement.

8. The Superintendent agrees to devote his or her time, skill, labor, and attention to performing his or her duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties that do not conflict or interfere with the Superintendent's professional responsibilities to the District.

9. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:

(a) The District shall provide the Superintendent with an annual base salary in the sum of \$107,000.00. This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.

(b) Automobile Allowance The District shall pay the Superintendent, an automobile allowance of Six Hundred Dollars and No/100 (\$600.00) per month towards use of his automobile for

any in-District travel arising from the continuing performance of the Superintendent's duties. This payment is in lieu of mileage reimbursement, gasoline, insurance, or other charges associated with the Superintendent's use of his personal automobile for in-District travel.

(c) 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 Superintendent be paid less than the salary set forth in Paragraph 8 (a) of this Agreement.

(d) **Other Benefits:**

Dues to two professional organizations

Health Insurance (According to Board Policy)

Leave: in addition to leave granted in Board policy, 5
Additional Personal Days

Travel – Any out of district travel will be reimbursed in accordance with the travel policies set forth by the Board of Trustees or a school vehicle will be made available in lieu of mileage reimbursement

10. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
11. 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 and federal law.
12. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212 (b), and Board policy.
13. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
14. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
15. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
16. At any time during the contract term, the Board may extend the term of this contract. Failure to extend term is not nonrenewal under Board policy.
17. 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 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

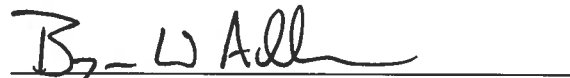
consent of the Board, at any other time.

18. 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.
19. 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 oral and written, between the parties regarding the employment of the Superintendent are superseded by this Contract, and this Contract constitutes the entire agreement between parties. This Agreement may not be amended except by written agreement of the parties.
20. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00 p.m. on the 27 day of Jan., 2017

Signed this 27 day of Jan., 2017 Signed this 27 day of Jan., 2017



President, Board of Trustees



Superintendent

- Add the following clause to my contract:

[Handwritten signature]

o **Indemnification.** 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 currently pending or subsequent hereto brought against the Superintendent in his individual capacity or his official capacity as an employee and the Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses or attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent and 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, claims, 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 criminal conduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings, nor to any investigations or proceedings in which the District and the Superintendent are adverse to each other; 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 the 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 2.3 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code Chapter 102, it shall be construed and modified accordingly. The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. Both the District's obligation and the Superintendent's obligation under this Section 2.3 shall continue after the termination of this Agreement.

1-26-17
11:45

- Longer contract term (see attached) 3 yrs
- Consider an equivalent raise given to all employees later this year for 17-18
- Section 8-d in contract re-worded:

- o Other Benefits:

- Dues to two professional organizations
- Health Insurance (according to Board Policy)
- Leave: in addition to leave granted in Board policy, 5 additional ~~vacation~~ *Personals* days
- Travel: any out of district travel will be reimbursed in accordance with the travel policies set forth by the Board of Trustees or a school vehicle will be made available in lieu of mileage reimbursement

Superintendent Contract Lengths
2016-2017

District	Contract Length
Abilene	3
Albany	5
Anson	2
Aspermont	2.5
Baird	3
Blackwell	4
Breckenridge	
Cisco	5
Clyde	
Colorado	5
Comanche	3
Cross Plains	3
DeLeon	3
Eastland	5
Eula	
Gorman	
Gustine	3
Hamlin	3
Haskell	3
Hermleigh	
Highland	3
Ira	
Jim Ned	
Loraine	3
Lueders	2
Merkel	
Moran	3
Paint Creek	2
Ranger	2
Rising Star	
Roby	2
Roscoe	3
Rotan	3
Rule	
Sidney	
Snyder	
Stamford	3
Sweetwater	3
Trent	
Westbrook	3
Wylie	3