

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Superintendent's Employment Contract (hereinafter the "Contract") is made and entered between the Board of Trustees (the "Board") of the Taylor Independent School District (the "District") and **Keith Brown** (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Texas Education Code Section 11.201 and Chapter 21, subchapter E, and as recorded in the official minutes of the meeting of the Board held on the **22nd day of January, 2018**, have agreed, and do hereby agree, as follows:

I. Term

1.1 Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District, for a term of three (3) years, commencing on the first District business day following the Superintendent's release from any other contract(s) under which he is presently employed at the time of execution of this Contract, and ending on **June 30, 2021**. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law. Failure to reissue the Contract for an extended term shall not constitute non-renewal under Board policy.

1.2 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 Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

2.1 Duties. The Superintendent shall act as 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 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 polices 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 consistent with the Board's policies, except the Superintendent's resignation, which must be accepted 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 roles and responsibility of the Superintendent.

2.2 Time, Skill, Labor and Attention. The Superintendent shall devote substantially all of his time, skill, labor and attention to the performance of his duties during the term of this Contract. The Board expects the Superintendent to participate and be a visible presence at school and community activities as appropriate to, and consistent with, the professional role of the Superintendent.

2.3 Public Meetings. The Superintendent shall attend all public meetings of the Board and all closed meetings of the Board unless excused by the Board, and shall participate in discussions during the deliberations of the Board on all matters with the exception of items related to the Superintendent's performance, contract recommendations, the Superintendent's salary and issues related to internal Board matters.

2.4 Residence. The Superintendent shall reside within the District.

2.5 Professional Certification. The Superintendent shall at all times during the term of this contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board of Educator Certification and any other certificates required by law. Failure of Superintendent to possess and maintain such certification shall constitute an act of breach of contract by Superintendent, and shall be grounds for termination of this Contract.

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

2.7 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 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.

2.8 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 by the Board 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 2.8 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 2.8 shall survive the termination of this Contract.

III. Compensation

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of **One Hundred Fifty-Eight Thousand and One Hundred Dollars (\$158,100.00)**. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 Salary Adjustments. 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 pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. 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 incorporating the adjusted salary.

IV. Benefits

4.1 Expense Benefits. 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 travel outside the District or Regional Service Center area. Such actual or incidental costs may include, but are not limited to, 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.

4.2 Insurance Benefit. The District shall pay the same premiums for hospitalization and major medical insurance coverage for the Superintendent pursuant to the group health plan provided by the District for other District employees.

4.3 Vacation, Holiday and Personal Leave Benefit. The Superintendent may take, at the Superintendent's choice, subject to the Board's approval, the greater of ten (10) days of vacation annually or the same number of days of vacation authorized by policies adopted by the Board for administrative employees 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 Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

4.4 Professional Growth Benefit. 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. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of time for the Superintendent, as the Superintendent and Board deem appropriate, to attend seminars, courses, or meetings in accordance with the Board's policies. The Board does hereby agree to consider a professional development budget proposed by the Superintendent per contract year to be used for registration, travel, meals, lodging, and other related expenses.

4.5 Professional Organization(s) Benefit. The District shall pay the Superintendent's membership dues in an amount not to exceed Five Hundred Dollars (\$500.00) per year, for membership(s) in professional organizations selected by the Superintendent, or other memberships necessary to maintain and improve the Superintendent's professional skills.

4.6 Civic Activities Benefit. The Superintendent is encouraged to participate in community and civic affairs. The expense of the Superintendent's membership in the Taylor Chamber of Commerce and one community service club/organization, selected by the Superintendent, shall be borne by the District.

4.7 Outside Activities Benefit. The Superintendent shall not undertake teaching, consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that will conflict or interfere with the Superintendent's professional services to the District. Any such activities shall be undertaken only with the prior written consent of the Board on a case-by-case basis, and providing such activities do not derogate from the duties of the Superintendent.

V. Review of Performance

5.1 Development of Goals. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. 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.

5.2 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 Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the Superintendent's performance of the Superintendent's assigned duties and responsibilities, including the District's progress towards accomplishing the District Goals.

5.3 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.

5.4 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, 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 which shall become a permanent attachment to the evaluation in the Superintendent's personnel file. At the request of the Superintendent, and within a reasonable time thereof, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. It is also agreed that the Superintendent and Board will hold at least a semi-annual evaluation conference with a format agreeable to both parties. 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.

VI. Renewal or Non-renewal of Employment Contract

6.1 Renewal/Non-renewal. Renewal or non-renewal shall be in accordance with the Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law. At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute non-renewal under Board policy.

VII. Termination of Employment Contract

7.1 Resignation or Mutual Agreement. This Contract shall 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. This Contract may be terminated upon the early resignation of the Superintendent, with the express agreement of the Board.

7.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

7.3 Physical or Mental Incapacity. In the event the Superintendent shall become physically or mentally unable to perform the essential functions of the duties as Superintendent, and the Superintendent has exhausted all accrued paid or unpaid leave required by law or policy, the Board, at its option, may terminate this Contract and the employment of the Superintendent in accordance with state and federal law.

7.4 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code § § 21.211, 21.212(d), and Board Policy. The Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

7.5 Legal Expenses. If either party chooses to be represented by legal counsel in the event of any hearing or dispute arising under this Contract or the termination or non-renewal thereof any resulting legal expenses will be solely the responsibility of the party employing such legal counsel, notwithstanding any provision of this Contract which may provide otherwise.

VIII. Miscellaneous

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Williamson County, Texas, unless otherwise provided by law.

8.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be amended except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Employment 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.

8.4 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 parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

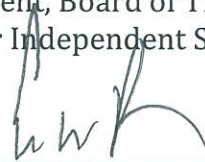
EXECUTED, this 23rd day of January, 2018.



Keith Brown
Superintendent of Schools
Taylor Independent School District



Anita Volek
President, Board of Trustees
Taylor Independent School District



Thomas Rohlack
Secretary, Board of Trustees
Taylor Independent School District