

Extension Addendum to Superintendent's Contract

The Board of Trustees (the "Board") of BRADY INDEPENDENT SCHOOL DISTRICT and Duane Limbaugh (the "Superintendent") agree to extend and amend the Superintendent's Contract (the "Contract") entered into between the Board and the Superintendent on March 20, 2017 as follows:

1. Paragraph 1.1 of the contract is changed to reflect an ending date of June 30, 2022.
2. Paragraph 3.1 of the contract is changed to reflect a new annual salary of \$107,100 .

The Board and the Superintendent agree that there have been no oral modifications to the Superintendent's contract, and that the modifications stated herein shall be effective from January 21, 2019, the date the Board took action to modify and extend the Contract. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

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

Superintendent: 

Duane Limbaugh

Date signed: 1/22/19

Brady Independent School District

By: 

Brentt Raybion

President of Board of Trustees

Date signed: 1/22/19

ATTEST:

By: 

Connie Locklear

Secretary of Board of Trustees

Date signed: 1-22-19

Date given Superintendent: _____

Date returned by Superintendent: _____

STATE OF TEXAS

COUNTY OF McCULLOCH

SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the BRADY INDEPENDENT SCHOOL DISTRICT ("BISD") and Duane Limbaugh ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for BISD.

I. Term

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of three (3) years, the first year commencing on March 22, 2017, and ending on June 30, 2020. In all subsequent years of the Contract, the contract year shall be from July 1st through June 30.
- 1.2 BISD may by action of the Board, and with the consent of the Superintendent, extend the term of this term contract.
- 1.3 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this term contract. No property interest, express or implied, is created in continued employment beyond the contract term.

II. Employment

- 2.1 *Duties.* The Superintendent is the educational leader and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the BISD, as prescribed by Texas law and in the adopted job description and as may be assigned by action of 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 BISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of these duties during the term of this term contract.
- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by BISD hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificate required by law. The Superintendent represents that he has made written disclosure to the board of any conviction for a felony or for any offense involving

moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.

- 2.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 2.4 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded. The Superintendent may be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation and from those closed meetings devoted to interpersonal relationships between individual Board members.
- 2.5 **Criticisms, Complaints.** Individual Board members shall refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by employees or members of the public. The Superintendent shall look into the matter and direct a complainant to the appropriate policy for resolution of the complaint. When the matter is a substantive criticism or suggestion, the Superintendent shall investigate and make a report to the Board for its consideration.
- 2.6 **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 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 2.6 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.

III. Compensation and Benefits

- 3.1 **Salary.** Beginning March 22, 2017, BISD shall provide the Superintendent with an annual salary of \$104,000.00. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 3.2 **Salary Adjustments.** The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Such adjustments, if any, shall be effective on July 1 following approval of the adjustment and shall be in the form of a written addendum to this term contract or a new contract shall be issued.
- 3.3 **Vacation, Holidays, Leave Benefit.** The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be taken in a single period or at different times. These vacation days will be taken at times that will least interfere with the performance of the Superintendent's duties as set forth in this term contract. The Superintendent shall observe the same holidays and breaks as provided by the Board's adopted annual calendar. The Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted board policy.
- 3.4 **Travel Allowance and Expenses.** The BISD shall provide the Superintendent with a travel allowance in the sum of \$300 per month. This allowance includes compensation for all mileage and fuel within the boundaries of BISD. The Superintendent shall be reimbursed for other reasonable travel in furtherance of BISD's business at actual costs, unless expenses are paid with a district provided credit card. The automobile travel allowance and other travel expenses may be reviewed by the Board, and the Board by policy may limit or require pre-approval for out-of-district travel.
- 3.5 **Moving Expenses.** In connection with the necessary relocation of the Superintendent and his family to a home located within the District, the District shall pay the Superintendent the sum of TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100 DOLLARS (\$2,500.00). This moving and relocation expense allowance is a one-time allowance paid in lieu of any other compensation or reimbursement for the cost and expense of relocating the Superintendent and his family and belongings.
- 3.6 **Insurance.** The District shall pay the premiums for health insurance coverage for the Superintendent pursuant to the group health plan(s) provided by the District for its 12 month administrative employees.
- 3.7 **Cell Phone.** BISD shall pay a monthly allowance of \$75 for the Superintendent's cellular or wireless telephone service. The Superintendent shall be responsible for selecting a wireless provider, shall carry the account in his own name, and shall be personally responsible for payment of all expenses incurred or related to the service.

- 3.8 ***Civic Activities.*** The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, governmental committees, and educational organizations. The cost of membership in such activities, if any and subject to Board approval in advance shall be borne by the BISD.
- 3.9 ***Consulting.*** The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses and/or be paid an honorarium for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

IV. Annual Performance Goals

- 4.1 ***Development of Goals.*** The Superintendent, in cooperation with the District-Level Planning and Decision-Making Committee, shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the BISD. The goals approved by the Board shall at all times be memorialized in writing and reflected in Board minutes or the Superintendent's annual written evaluation and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

V. Review of Performance

- 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 term contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. The evaluation of the Superintendent shall at all times be conducted in closed meeting.
- 5.2 ***Evaluation Format and Procedure.*** The evaluation format and procedure shall be adopted by the Board.

VI. Renewal or Nonrenewal of Term Contract

- 6.1 ***Renewal/Nonrenewal.*** Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code. It is expressly agreed by the parties that "loss of confidence in the Superintendent by the Board shall be a valid ground for nonrenewal pursuant to Section 21.212 of the Texas Education Code.
- 6.2 ***Appeal.*** If the Superintendent is aggrieved by the Board's decision, he may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

VII. Termination of Contract

- 7.1 ***Mutual Agreement.*** This term contract may be terminated by the mutual agreement of Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.
- 7.2 ***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 not later than the 45th day before the first day of instruction of the following school year.
- 7.3 ***Retirement or Death.*** This term contract shall be terminated upon the retirement or death of the Superintendent.
- 7.4 ***Dismissal or Suspension without Pay for Good Cause.*** The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this term contract for good cause, defined generally as failure to perform duties or responsibilities within the scope of employment or as set forth under the terms and conditions of this term contract that a Texas school superintendent of ordinary prudence would have done under the same or similar circumstances, including any conduct that is inconsistent with the continued existence of the Board-Superintendent relationship. The following are examples of Conduct and situations which may constitute "good cause," but the term is not limited in meaning by this list:
- (1) Insubordination or failure to comply with written or oral directives issued by action of the Board or failure to comply with Board policies;
 - (2) Any sexual misconduct with a student or employee or any conduct that endangers or has the potential to endanger the health or safety of one or more students or employees;
 - (3) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication when the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency that is remediable;
 - (4) Neglect of duties;
 - (5) Drunkenness or excessive use of alcoholic beverages;
 - (6) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
 - (7) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment;

- (8) Failure to meet the BISD's standards of professional conduct;
- (9) Failure to comply with reasonable BISD professional development requirements;
- (10) Excessive absences, i.e., absences not in compliance with district policy or procedures, including applicable state and federal law;
- (11) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the BISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (12) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with parents, the community, or staff, unless the relationship or good rapport is not achieved or maintained due to no fault of the superintendent;
- (13) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with the Board, or any reason, in its sole and final determination;
- (14) Assault on an employee or student;
- (15) Falsifying records or documents related to the BISD's activities;
- (16) Misrepresentation of facts to the Board or other BISD officials in the conduct of the BISD's business; or
- (17) Any other reason constituting "good cause" under Texas law.

7.5 **Termination or Suspension without Pay Procedure.** In the event that the Board proposes to terminate this term contract or suspend the Superintendent without pay for "good cause", the Superintendent shall be afforded all the rights as set forth in Board policies and Subchapter F, Chapter 21, of the Texas Education Code.

VII. Miscellaneous

- 8.1 **Controlling Law.** This term contract shall be governed by the laws of the State of Texas and shall be performed in McCulloch County, Texas, unless otherwise provided by law.
- 8.2 **Complete Agreement.** This term contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent are superseded by this term contract, and this term contract constitutes

the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this term contract.


- 8.3 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this term contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this term contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 8.4 *Savings Clause.* In the event any one or more of the provisions contained in this term contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this term contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

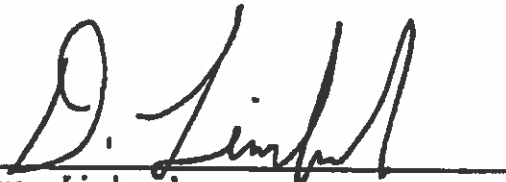
EXECUTED at the City of Brady, County of McCulloch and State of Texas, this 20th day of March, 2017, pursuant to action of the Board of Trustees at a meeting held on March 20, 2017 for which there was a properly posted agenda that included an item related to employment of a superintendent.

BRADY INDEPENDENT SCHOOL DISTRICT

By: 
Brent Raybion
President of Board of Trustees

ATTEST:


Sandra Keith
Secretary of Board of Trustees


Duane Limbaugh
Superintendent

Extension Addendum to Superintendent's Contract

The Board of Trustees (the "Board") of BRADY INDEPENDENT SCHOOL DISTRICT and Duane Limbaugh (the "Superintendent") agree to extend and amend the Superintendent's Contract (the "Contract") entered into between the Board and the Superintendent on March 20, 2017 as follows:


1. Paragraph 1.1 of the contract is changed to reflect an ending date of June 30, 2021.
2. The following shall be added as paragraph 3.10:

TRS contribution. As a supplement salary, the District shall pay the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System ("TRS") in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

The Board and the Superintendent agree that there have been no oral modifications to the Superintendent's contract, and that the modifications stated herein shall be effective from January 15, 2018, the date the Board took action to modify and extend the Contract. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

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

Superintendent:



Duane Limbaugh

Date signed:

1/15/18

Brady Independent School District

By:



Brentt Raybion
President of Board of Trustees

Date signed:

1/15/18

ATTEST:

By:



Sandra Keith
Secretary of Board of Trustees

Date signed:

1/15/18