

**Cuero Independent School District  
Superintendent of Schools Employment Contract**

**THE STATE OF TEXAS §**

**COUNTY OF DEWITT §**

**THIS AGREEMENT** is made and entered into by and between the Board of Trustees (the "Board") of the Cuero Independent School District (the "District") and Micah Alan Dyer, (the "Superintendent").

**NOW, THEREFORE**, the Board and the Superintendent, for and in consideration of the terms hereinafter established do hereby agree as follows:

**1. 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 commencing on June 5, 2017, and ending on June 30, 2020. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law.
- 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 contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

**2. EMPLOYMENT**

- 2.1 **Duties.** The Superintendent 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 adopted or amended.

The Superintendent shall perform the duties of the Superintendent of schools for the District with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor and attention to performing his duties.

Upon request of the Board of Trustees, the Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, and to obtain a statement certifying that he is physically able to perform his duties. This statement shall be filed with the president of the Board and placed in the personnel file of the Superintendent.

- 2.2 **Professional Certification and Records.** This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any misrepresentation may be grounds for dismissal.
- 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 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 any action or lack of action on the Superintendent's Agreement or the Superintendent's salary and benefits as set forth in this Agreement or the Superintendent's evaluation, or as otherwise directed by the Board of the Board President.

### 3. COMPENSATION

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of \$125,000.00 (ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS, AND NO CENTS). This annual salary rate shall be paid to the Superintendent in equal installment consistent with the Board's policies.

3.2 **Salary Adjustments.** 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 the Superintendent be paid less than the salary set forth in Section 3.1 of this Agreement.

#### 3.3 **Other Benefits**

##### A. **Supplemental.**

1. The District shall reimburse the Superintendent up to \$2,500.00 in actual moving and relocation expenses. The Superintendent will provide receipts for such reimbursement.
2. The District shall provide a \$200.00 per month mobile phone/technology allotment.

B. **Health Insurance.** The District shall pay the premiums for major medical and dental insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for all other District employees and in the same amount as is paid for all other District employees.

C. **Vacations, Holidays, Sick Leave.** The Superintendent may take, at the Superintendent's choice, 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 Agreement. 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 number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.

D. **Professional Development Expenses.** The District shall pay for all registrations and fees incurred for continuing professional development by the Superintendent in the continuing performance of the Superintendent's duties. Specifically, the District shall reimburse the Superintendent for expenses to attend at least two conferences annually. The District shall also pay for fees and/or dues required for membership in two professional organizations, including the Texas Association of School Administrators.

E. **Travel.** The District shall reimburse the Superintendent for all reasonable, necessary, and

allowable expenses incurred for travel in carrying out District business as per District Policy.

- F. ***Civic Activities, etc.*** The Superintendent is encouraged to participate in community and civic affairs in accordance with the Board's policies and the District will assume all membership costs.
- G. ***Consulting Work.*** The Superintendent may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional services to the District or result in any financial cost to the District.
- H. ***Indemnification.*** To the extent it may be permitted to do so by applicable law and to the extent of District's insurance coverage, the District shall defend, hold harmless, and indemnify the Superintendent from any all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceeding brought against the Superintendent in his individual capacity or in his official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while the Superintendent, in the judgement of the Board of Trustees, was acting within the course and scope of his employment with the District. This provision excludes indemnification for criminal litigation. The District shall provide insurance coverage to protect the Superintendent as set forth herein. The District's obligation to indemnify, defend, and hold the Superintendent harmless under this paragraph survives the termination of this Contract.

#### **4. REVIEW OF PERFORMANCE**

- 4.1 ***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 Agreement.
- 4.2 ***Confidentiality of Evaluation.*** 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.
- 4.3 ***Format and Procedure.*** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

#### **5. RENEWAL/NONRENEWAL**

- 5.1 ***Renewal/Nonrenewal.*** Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

#### **6. TERMINATION OF EMPLOYMENT CONTRACT**

- 6.1 ***Mutual Agreement.*** This Agreement may 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. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Agreement without the written consent of the Board.
- 6.2 ***Death, Retirement.*** This Agreement shall be terminated upon the death of the Superintendent or

upon the Superintendent's retirement under the Teacher Retirement System of Texas.

- 6.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent at any time for good cause as defined by Texas law.
- 6.4 **Consolidation.** A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
- 6.5 **Termination Procedure.** In the event that the Board proposes to terminate this Agreement for "good cause", the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

**7. MISCELLANEOUS**

- 7.1 **Controlling Law.** This Agreement shall be governed by the laws of the State of Texas.
- 7.2 **Amendment.** This contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.
- 7.3 **Savings Clause.** 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 provisions 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 verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Agreement

SUPERINTENDENT:

\_\_\_\_\_  
Micah A. Dyer, Ph.D.

\_\_\_\_\_  
Date

FOR CUERO INDEPENDENT SCHOOL DISTRICT:

\_\_\_\_\_  
B.J. Drehr, President,  
Board of Trustees

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Gerard Gonzales, Secretary,  
Board of Trustees

\_\_\_\_\_  
Date