

- (e) except as provided by TEC Section 11.202, assuming administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of the district other than the superintendent;
- (f) overseeing compliance with the standards for school facilities established by the Commissioner of Education under TEC Section 46.008;

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, or Texas Local Government Code Section 180.008, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

2.7.1 During the term of this Contract, the Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party.

2.7.2 After termination of this Contract, the Superintendent agrees to provide assistance

Superintendent in twelve (12) equal monthly installments consistent with the District's standard payroll practices, and subject to all appropriate withholdings.

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 in Section 3.1 of this Contract except by mutual agreement of the two parties. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

3.2.1 Financial Exigency. Without waiving any Constitutional and/or other legal challenges by the Superintendent, if the Board declares a financial exigency under Texas Education Code Section 44.011, then the statute allows the Board to choose to amend this Superintendent's Contract. If this Contract is amended, then the Superintendent may choose to accept the amended Contract or resign without penalty on the provision of reasonable notice.

3.2.2 Widespread Salary Reduction. Without waiving any Constitutional and/or other legal challenges by the Superintendent, if the Board implements a widespread salary reduction under Texas Education Code Section 21.4032, then the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average

to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the original evaluation. 61

(d) Incubordination or failure to comply with lawful written Board directives.

expressly provided herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for a term covered by this Contract 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.

7.3 **Amendments.** This Contract may not be amended except by written agreement of the parties.

7.4 **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

IN WITNESS WHEREOF all the parties hereto have _____ at the County of _____ State of _____ on _____ day of _____ 20____.