

1. Wallis does hereby voluntarily submit his resignation as the Superintendent effective at 11:59 p.m. September 30, 2016, and the Trustees do hereby accept his resignation as Superintendent effective at 11:59 p.m. September 30, 2016. Wallis' resignation letter shall be submitted to the Trustees at the regularly called board meeting of October 3, 2016. See Exhibit "A" which is attached hereto and incorporated herein by reference. Notwithstanding anything to the contrary contained herein, Wallis shall be paid his full salary and benefits according to the terms stated in his Contract through September 30, 2016 and the District shall maintain Wallis' health insurance benefits in accordance with section 3.4 of the Contract through October 31, 2016.

2. In consideration of Wallis voluntarily resigning his position as Superintendent of the District, the District shall pay Wallis, within five business days of September 30, 2016, the gross amount of Eighty-Three Thousand, Forty-Nine and 94/100 Dollars (\$83,049.94) ("Total Settlement Payment"), paid and reported through the BISD payroll system. A check for the Total Settlement Payment shall be mailed via Federal Express overnight delivery. The Total Settlement Payment shall be made payable jointly to Wallis and Adams, Lynch, & Loftin, P.C., and shall be delivered to the law offices of Adams, Lynch & Loftin, P.C, 3950 Highway 360, Grapevine, Texas, 76051.

3. The District shall withhold applicable state and federal deductions, including federal income tax, but shall not withhold any payments to the Teachers Retirement System from the Total Settlement Payment.

4. Notwithstanding anything herein to the contrary, if the District fails to timely make the Total Settlement Payment in the manner as specifically set forth herein, Wallis shall be entitled to recover from the District any and all reasonable costs, expenses and attorney's fees incurred by Wallis to enforce the provisions of the Agreement regarding the Total Settlement Payment, in addition to any other relief Wallis shall be entitled to recover.

5. On or before 5:00 p.m., October 11, 2016, except as specifically set forth herein, Wallis shall return to District all keys, cell phones, computers, credit cards, if any, and other property, if any of the District in Wallis's possession as it relates to Wallis' employment as the Superintendent of the District.

6. At a time to be mutually agreed upon by and between Wallis and the District, but in any event no later than 5:00 p.m., October 11, 2016, Wallis shall remove his personal effects and property from the Superintendent's office.

7. To the extent it may be permitted to do so by applicable law, the District does hereby agree to defend, hold harmless, and indemnify Wallis from any and all demands, claims, including but not limited to suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings or administrative proceedings currently pending or subsequently hereto brought against Wallis in his individual capacity or his official capacity as an employee and as Superintendent of the District, providing the incident(s) which is (are) the basis of any claim or lawsuit arose or does arise in the future while Wallis, as Superintendent and as an employee of the District, was acting within the scope of Wallis's employment with the District; excluding, however, those claims or any causes of action where it is determined that Wallis committed a criminal act, official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; 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 Wallis. The selection of Wallis's legal counsel shall be made with the mutual agreement of Wallis and the District, which agreement will not be unreasonably withheld by either party. A legal defense may be provided through insurance coverage, in which case Wallis' right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract.

8. The District and Wallis do hereby agree to be responsible for and pay for each of their respective attorneys' fees incurred by the District and Wallis in connection with the negotiation of this Agreement.

9. After September 30, 2016, Wallis agrees to provide assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of Wallis's employment with the District, at no additional expense to the District other than reimbursement to Wallis for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Wallis by virtue of his taking time off from his then current employment to assist the District at its request. If Wallis is not employed at the time of the requested assistance, the District shall compensate Wallis for any days of assistance at his daily rate under the Contract, calculated by dividing his salary in 3.1 of the Contract by 226. Requests for assistance from Wallis with respect to such matters shall be made through the Board of Trustees' President, any successor Superintendent, and/or legal counsel for the District, and the amount to be reimbursed to Wallis shall be mutually agreed upon in advance.

10. Expressly as part of the consideration of this Agreement, Wallis does hereby, and for his heirs, executors, administrators, successors and assigns, totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE the District and its employees, attorneys and agents, the Board and each and every Board Member (both individually and in the Board Members' official capacities), past and current, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which Wallis had, has, or which may hereafter accrue on account of or in any way growing or arising out of

Wallis's employment relationship with District and/or relationship with the District's Board and/or each and every Board Member (both individually and in the Board members' Members' official capacities) past and present. This release shall be effective upon the full and complete performance of Board and District with the terms and conditions contained in this Agreement. Without in any way limiting the scope of this release, Wallis intends to release any claims made by Wallis for personal embarrassment, mental and physical strain and injury, and for damages to his reputation, and any rights, which Wallis may have under any federal or state constitutions, laws, rules, regulations, or public policy. Such constitutions, laws, rules or regulations include, but again are not limited to, the United States Constitution, the Constitution of the State of Texas, 42 U.S.C. § 1983, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title IX of the Education Amendments of 1972, Section 504 of the Vocational Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Fair Labor Standards Act, and any further or other federal or state discrimination laws, employment laws or workers compensation or benefit laws, as now or hereafter enacted.

The District and the Board likewise totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE Wallis, his attorneys and agents, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorney's fees, expenses and compensation whatsoever, of any kind or character, known or unknown, which the District and/or Board had, has, or which may hereafter accrue on account of or in any way growing or arising out of Wallis's employment relationship with District and/or relationship with the Board and/or each and every one of the Board members past and present excluding, however, those claims or any causes of action where it is determined that Wallis committed a criminal act, official misconduct, or committed a willful or wrongful act or

omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard.

Wallis expressly covenants and agrees not to sue or participate, unless required by court order, in any federal or state judicial or state administrative proceeding against the District or its Board, Board members, officers, employees, representatives, agents or attorneys, in their official or individual capacities, related to or concerning his employment as Superintendent by the District, the Board member's actions regarding his employment as Superintendent of the District, or his voluntary resignation from employment as Superintendent of the District.

The District and Trustees expressly covenant and agree not to sue or participate, unless required by court order, in any federal or state judicial or administrative proceeding against Wallis his agents or attorneys, related to or concerning Wallis's employment with the District or his resignation of that employment. Furthermore, the District and Board covenant and agree not to raise, prosecute, or participate in any grievance, complaint, investigation or other claim against Wallis, and will take such action or actions as may be necessary or required to withdraw or dismiss with prejudice any such grievance, complaint, investigation or claim raised by the District, excluding, however, those claims or any causes of action where it is determined that Wallis committed a criminal act, official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard. "Administrative proceeding", as used in this Agreement, includes, by way of example, but not by way of limitation, any hearing or appeal before the District's Board of Trustees, or before the State Board for Educator Certification, or before the State Board of Education, or before the Texas Education Agency under the Texas Education Code.

The District and Wallis agree and understand that the Agreement constitutes a compromise and release, and, except to the extent expressly set forth herein, terminates all rights of both parties

relating to the Contract by and between Wallis and the District concerning service as Superintendent of the District. The release includes all contractual rights, liberty rights, constitutional rights, statutory rights, and any other rights or claims, including but not limited to, claims, under 42 USC 1983, Title VII, personal injury, slander, unemployment, property damage, and any EEOC or TCHRA claims either under state or federal law, known or unknown, that might conceivably be asserted by either party.

11. The Parties, including the Board of Trustees, individually and collectively, and the District's Deputy Superintendent and Assistant/Associate Superintendents and Executive Director of Public Relations, agree that this Agreement, including all facts and allegations associated with the Agreement, Wallis' employment and/or resignation from employment and related issues, and all facts leading to this Agreement, if any, are confidential and will be maintained and not communicated to any person other than legal counsel for the Parties, Wallis' spouse, Wallis' tax advisor and/or accountant, except as may be required to enforce this Agreement, or as otherwise required by law, without the written consent of both Parties. The Board, individually and collectively and the District do hereby agree that each of them shall refer any third party inquiries regarding Wallis' employment as an employee of the District and as the Superintendent of the District to the Agreement through the Board President. Notwithstanding anything to the contrary herein, the District, including the Deputy Superintendent and Assistant/Associate Superintendents and the Executive Director for Public Relations, the Board, individually and collectively, and Wallis expressly covenant and agree not to make disparaging remarks about the other party(ies), their agents, representatives, attorneys or assigns to this Agreement. The parties agree to issue a joint public statement. See **Exhibit "B"** which is attached hereto and incorporated herein by reference. Furthermore, Wallis shall be provided a letter of reference signed by the Board President. The parties agree that the Board President shall prepare a mutually acceptable letter of reference, the

form of which is attached hereto and incorporated herein by reference as **Exhibit "C."** Nothing in this Agreement should be construed to prevent Wallis from requesting a personal reference, oral or written, from a District employee or Trustee, in their personal and individual capacity, or to prevent such District employee or Trustee from providing such a personal reference to Wallis.

The parties further agree that no party shall ever make any statements or references to the fact that they "won," "prevailed," or "were prevailing parties," or any other similar statement. District and the Board, individually and collectively, agree to refrain from making negative comments regarding Wallis to others, including potential future employers. Wallis agrees to refrain from making negative comments regarding the Board, District and its administration.

12. The Parties acknowledge that the District is a governmental body under Chapter 552 of the Texas Government Code and thereby acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Public Information Act ("PIA") request. However, the Board and District acknowledge that Wallis' Confidential Information (including, but not limited to, documents evaluating his employment/performance as an administrator (Superintendent)) is confidential pursuant to Texas Education Code § 21.355 and subject to exception from disclosure by District under the Public Information Act pursuant to Chapter 552 of the Texas Government Code, Subchapter C. If requested pursuant to a PIA request to disclose documents which may contain Wallis' Confidential Information, the District shall decline any request for the disclosure of Wallis' Confidential Information to the requesting party for the purpose of obtaining a decision by the attorney general and promptly notify Wallis, as a third-party whose privacy interest may be involved, through his attorney, Cory S. Hartsfield, of any PIA requests that potentially seek disclosure of Wallis'

Confidential Information under this Agreement between the parties, in accordance with Texas Government Code § 552.305.

13. The Agreement constitutes the entirety of the understanding between all the parties hereto. The Agreement shall be binding upon all the parties hereto, their respective heirs, executors, administrators, successors and assigns.

14. The Agreement is hereby deemed performable entirely in Brazos County, Texas, and shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas. Mandatory and exclusive venue for any lawsuit or adjudicative proceeding brought by either party to the contract shall be in Brazos County, Texas.

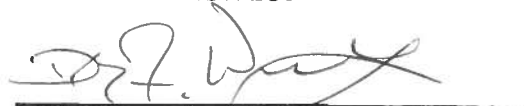
15. The Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one document. All the parties hereto further agree that they shall execute any and all documents necessary to affect the intent and purposes of the Agreement. Further, the Agreement supersedes any and all prior oral or written agreements, arrangements, employment contracts, or understandings between the parties. The Agreement may be modified or terminated only in writing, executed by all the parties hereto.

16. The President of the Board of Trustees has been authorized to execute the Agreement on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on October 3, 2016.

IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after October 3, 2016.

BRYAN INDEPENDENT SCHOOL DISTRICT

By:



**Dr. Douglas Wunneburger, President
Board of Trustees
Bryan Independent School District**

ATTEST:



**Felicia Benford, Secretary
Board of Trustees
Bryan Independent School District**

SUPERINTENDENT



**Dr. Thomas Wallis, Superintendent
Bryan Independent School District**

EXHIBIT “A”

BRYAN ISD BOARD OF TRUSTEES

October 3, 2016

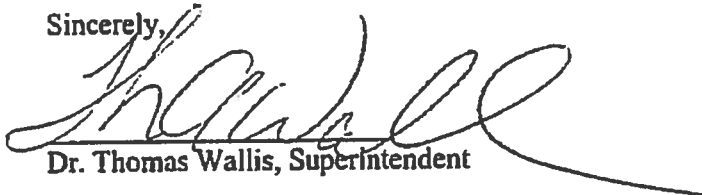
Dr. Douglas Wunneburger,
President, Board of Trustees
Bryan Independent School District
101 North Texas Avenue,
Bryan, TX 77803

Dear Dr. Wunneburger:

I hereby submit my resignation as an employee and as Superintendent of the Bryan Independent School District, to be effective 11:59 p.m. September 30, 2016.

My resignation as the Superintendent and an employee of the Bryan Independent School District is tendered, subject to, and in accordance with, the terms, conditions and provisions of that certain Voluntary Separation Agreement between the Bryan Independent School District and me effective the 3rd day of October, 2016.

Sincerely,



Dr. Thomas Wallis, Superintendent

EXHIBIT “B”

BRYAN INDEPENDENT SCHOOL DISTRICT JOINT STATEMENT OF THE BOARD OF TRUSTEES AND DR. THOMAS WALLIS

Citing personal reasons, Dr. Thomas A. Wallis has announced his resignation as Superintendent of Schools for the Bryan Independent School District. An agreement has been reached which allows Dr. Wallis the ability to pursue other interests and permits the Board to pursue hiring another Superintendent. The Board and Dr. Wallis have entered into the Agreement believing it is in their respective best interests and in the best interests of the District.

The Board of Trustees expresses its appreciation to Dr. Wallis for his efforts while serving as Superintendent of this great school district and its wonderful students, parents and administrators, and for the achievements and accomplishments of the entire District team during Dr. Wallis' tenure as Superintendent.

Dr. Wallis thanks the present and past Board of Trustees for providing him with the opportunity to serve in the Bryan Independent School District. A school district is measured by the commitment of the Board, staff and community to its children and their achievement. This District is indeed so committed. Dr. Wallis would like to express his heartfelt appreciation to the staff and community for their support of the District's programs and services during his term as Superintendent.

The Board extends its best wishes to Dr. Wallis in his future endeavors, and Dr. Wallis wishes the District continued success. On its part, the Board will be moving forward to name an Interim Superintendent so as not to disrupt the District's operations.

EXHIBIT “C”

BRYAN ISD BOARD OF TRUSTEES

October 3, 2016

To Whom It May Concern:

Please allow this to serve as a letter of reference for employment of Dr. Thomas A. Wallis. This letter represents the thoughts of the Bryan ISD Board of Trustees, detailing the tenure of Dr. Wallis as Superintendent. Dr. Wallis began his service in April 2011 and commendably served Bryan ISD until October of 2016.

During his tenure at Bryan ISD, Dr. Wallis earned distinctions that included: ESC Region 6 Superintendent of the Year (2014), Texas Computer Education Association Superintendent of the Year (2016) and the John R. Hoyle Award for Educational Leadership (2015).

Under his leadership, the District earned a public relations Gold Award for student recognition. Further, Bryan Collegiate High School, the region's only early college high school, was named among Newsweek's "Beating the Odds Top 100 High Schools" and consistently earned placement in the top 1,000 schools in the country (#137) on the U.S. News & World Report list of top-ranked schools in Texas.

During Dr. Wallis' tenure, the District earned the highest possible FIRST financial integrity rating for seven consecutive years. To reduce costs and improve employee services, the District partnered with the City of Bryan and CHI St. Joseph Health to open the first employee health clinic, a no co-pay clinic with walk-in availability and a schedule that includes early mornings and Saturdays, for convenience.

The District consistently increased its fund balance during Dr. Wallis service, and in 2014 the District passed a bond referendum for \$132 million.

As you can see, Dr. Wallis is an accomplished leader, dedicated to children and learning.

Sincerely,



Dr. Douglas Wunneburger, President