BRYAN

Harry Wright Jr. <harry.wright@bryanisd.org>

# RE: Bryan ISD 11178

**Joey Moore** <jmoore@wabsa.com> Thu, Sep 22, 2016 at 9:14 AM
To: Cory Hartsfield <ch@all-lawfirm.com>
Cc: Christine Badillo <cbadillo@wabsa.com>, "Neal W. Adams" <na@all-lawfirm.com>, "Harry Wright Jr." <harry.wright@bryanisd.org>, Mary Moya <mmoya@wabsa.com>

Thank you, Cory.

I have copied Harry Wright, the District's General Counsel, on this message, and it will be forwarded to Mr. Wunneburger, the Board President.

Joey

WG | WALSH GALLEGOS TREVIÑO RUSSO & KYLE P.C.

JOEY W. MOORE

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**From:** Cory Hartsfield [mailto:ch@all-lawfirm.com]
**Sent:** Thursday, September 22, 2016 9:09 AM
**To:** Joey Moore <jmoore@wabsa.com>
**Cc:** Christine Badillo <cbadillo@wabsa.com>; 'Neal W. Adams' <na@all-lawfirm.com>; ch@all-lawfirm.com
**Subject:** Bryan ISD 11178

Joey:

As we discussed yesterday, Dr. Wallis will be taking some personal leave beginning yesterday 9/21/16. During the leave, Dr. Wallis designates the deputy superintendent to fulfill his duties. Please call me with any questions you have.

Cory S. Hartsfield

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**From:** Cory Hartsfield [mailto:ch@all-lawfirm.com]
**Sent:** Thursday, September 22, 2016 11:32 AM
**To:** Joey Moore <jmoore@wabsa.com>
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**FOR SETTLEMENT PURPOSES ONLY: THIS CORRESPONDENCE AND ITS CONTENTS ARE GOVERNED BY T.R.E. 408 and F.R.E. 408**

Joey:

As we discussed yesterday, Dr. Wallis is amenable to working toward an amicable separation (Voluntary Separation Agreement (VSA)) between he and Bryan ISD. In response to your request, below are the basic terms upon which he is agreeable:

1. Resignation Effective Date on the earlier of (a) January 31, 2017 or (b) the date upon which he becomes employed as an administrator in another school district; Dr. Wallis will be on a Board-approved LOA from the execution of the VSA through the Resignation Effective Date utilizing his accrued but unused state and local leave;

2. Lump sum payment of One year salary and benefits on the Resignation Effective Date (approximately $238,000);

3. Positive, mutually agreed upon Letter of Reference signed by the Board President and attached to the VSA;

4. Positive, mutually agreed upon Joint Press Release attached to the VSA (as the sole communication from the Board and/or District regarding the VSA)(Joint Release should cite something to the effect of changes in the makeup of the board of trustees and differences in philosophy going forward as bases for the VSA);

5. Mutual Confidentiality provisions requiring Dr. Wallis, the board of trustees–individually and collectively—and all members of the Cabinet to keep the events confidential and to refrain from disclosing or discussing the events leading to the VSA, the reasons for the VSA and Dr. Wallis' employment and/or resignation from employment to any third party (under this provision any prohibited disclosure of such information by a spouse or family member of any of the following would also constitute a breach of the Agreement);

6. Mutual Non-Disparagement provision requiring the individuals listed in No. 5 above refrain from disparaging each other, including negative references; specifically, if asked, the listed individuals should refer the requestor to the VSA and the Joint Press Release;

7. Provision in the VSA or separate settlement agreement requiring the Board to pay an amount equal to the insurance premiums required to be paid by the District in section 3.4 of his current Contract (as I mentioned this may be in different sections of the Contract going back to 2011) but actually paid by Dr. Wallis through payroll deductions contrary to his Contract. Based on the information I have, this is approximately $8,000 per year dating back to his original Contract in 2011. (approximately $40,000);

8. Of course the VSA will include other mutually agreeable terms typically found in such agreements including, but not limited to, mutual release of claims and covenants not to sue or participate;

9. A separate letter agreement between the attorneys that indicates that the memorandum and supporting documents provided to Dr. Wallis on Monday September 19, 2016 are considered by the Board and the District to be evaluative in nature, confidential under Texas Education Code section 21.355 and not subject to disclosure; such documents should not be part of his personnel file as they are formative in nature to further deliberation by the board and the board has taken no action on them; the board will take no further action regarding the memorandum or supporting documents.

**THE TERMS SET FORTH HEREIN ARE ONLY A PROPOSAL AND DO NOT CONSTITUTE A FORMAL, BINDING OR ENFORCEABLE AGREEMENT UNLESS AND UNTIL A FULL COMPLETE AND FINAL VOLUNTARY SPEARATION/SETTLEMENT AGREEMENT CONTAINING ALL OF THE TERMS OF A SETTLEMENT HAS BEEN EXECUTED BY DR. WALLIS AND THE BOARD.**

**It is my understanding that any agenda item posted for a meeting next week regarding review of the above terms with the board will be under non-inflammatory language such as "discussion of Superintendent Contract." If you believe differently, please call me to discuss.**

**Given the length of Dr. Wallis' contract (through June 30, 2019) and board's indication it would like to move quickly toward a VSA, I believe the terms stated herein are very reasonable and in the interest of Dr. Wallis and the Board.**

I will provide you a draft VSA including a draft Joint Press Release, Letter of Reference and the above terms for review by Wednesday of next week.

Please call me with any questions you have or to discuss further.

Cory S. Hartsfield

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