

Interim Superintendent Contract

This Contract is entered into between the Board of Trustees (the "Board") of the TERRELL INDEPENDENT SCHOOL DISTRICT (the "District") and DR. BRUCE WOOD (the "Interim Superintendent").

The Board and the Interim Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Interim Superintendent, beginning August 16, 2019 until the District enters into a contract with a permanent superintendent or until either party terminates this contract with or without cause upon 10 days notice, whichever occurs first.
2. **Representations and Credentials.** The Interim Superintendent represents that any records or information provided in connection with his employment application are true and correct. The Interim Superintendent also agrees to notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Interim Superintendent, before or during the term of this contract.
3. **Duties.** The Interim Superintendent agrees to perform the duties of superintendent for the duration of this agreement, acting in an interim status. The Interim Superintendent agrees to devote one hundred percent of his time, skill, labor, and attention to his duties as interim superintendent during the term of this Contract.
4. **Outside Employment:** The Interim Superintendent may, with advance approval of the Board, undertake consulting work, speaking engagements, writing, lecturing, or other outside professional duties and obligations.
5. **Compensation.** Compensation to be paid the Superintendent by the District shall be \$950.00 per each normally scheduled calendar workdays for which the Superintendent performs services on behalf of the District for at least six hours. "Normally scheduled calendar workdays" are those days, Monday through Friday, that the District's offices are open for business, and do not include holidays or weekends. No overtime pay shall be paid for the Superintendent's services. The Interim Superintendent shall not be paid addition funds for working outside of normal working hours or for working on weekends and/or holidays. If the Superintendent works less than six hours, the \$950.00 will prorated based on the amount of hours worked that day.
 - 5.1 **Out-of-District Travel Expenses.** The District shall pay or reimburse the Interim Superintendent for reasonable out-of-district travel expenses directly incurred by the Interim Superintendent in the continuing performance of the Interim Superintendent's duties under this agreement.

Such expenses may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airline tickets, and other expenses incurred in the performance of the business of the District. The Interim Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

6. **Benefits:** The Board shall provide benefits to the Interim Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
 - 6.1. **Holidays and Leave:** The Interim Superintendent shall also receive all sick leave, holidays, and breaks observed by the District for administrators on 12-month contracts, for the period of time the Interim Superintendent provides services under this Contract. The Superintendent shall not be paid during holidays and will not be paid during leave time or breaks.
 - 6.2. **Liability Insurance:** During the term of this Agreement, the District agrees to maintain the professional liability insurance coverage that is currently in effect for professional employees.
7. **Termination or Suspension.** The Board may suspend the Interim Superintendent's employment, with or without pay, or terminate this Contract with or without good cause at any time. The Parties agree that "good cause" for termination of this Contract includes the District's entering into an employment contract with a superintendent. The Parties further agree that the Interim Superintendent is being retained on a temporary or substitute basis and that the Interim Superintendent's relationship with the Board and the District is not governed by Texas Education Code chapter 21.
8. **General provisions.**
 - 8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
 - 8.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
 - 8.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Interim Superintendent are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the Parties.

8.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Interim Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.

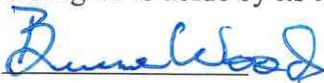
8.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

9. **Notices.**

9.1 **To the Interim Superintendent:** The Interim Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Interim Superintendent agrees that the Board may meet any legal obligation it has to give Interim Superintendent written notice regarding this Contract or the Interim Superintendent's employment by hand-delivering the notice to the Interim Superintendent or by sending the notice by certified mail, regular mail, and/or express delivery service to the Interim Superintendent's address of record.


9.2 **To the Board:** The Board agrees that the Interim Superintendent may meet any legal obligation he or she has to give the Board written notice regarding this Contract or the Interim Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Interim Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

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

Interim Superintendent: 

Date signed: 8-21-19

Terrell Independent School District

By: 
President, Board of Trustees

Date signed: 8.21.19