

# BRADY INDEPENDENT SCHOOL DISTRICT INTERIM SUPERINTENDENT CONTRACT

State of Texas  
County of McCulloch

This Contract is entered into between the Board of Trustees (the "Board") of BRADY INDEPENDENT SCHOOL DISTRICT (the "District") and **DENNIS R HILL** (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 November 14, 2019 and until the District enters into a contract with a superintendent. The Board and the Interim Superintendent ("Parties") may extend the term of this Contract by agreement.
- 2. Certification and Credentials.** The Interim Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. The Interim Superintendent shall provide the Board, throughout the life of this contract, with a valid and appropriate certificate to act as superintendent in the State of Texas. If the Interim Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
- 3. Representations.** At the beginning of this Contract, and at any time during this Contract, the Interim Superintendent agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. 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.
- 4. 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 100% (one hundred percent) of his or her time, skill, labor, and attention to his or her duties as interim superintendent during the term of this Contract.
- 5. 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 that do not conflict or interfere with the Interim Superintendent's professional responsibilities to the District. For any such outside employment, the Interim Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Interim Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements. The

District will not pay the days the Interim Superintendent is working on outside employment.

6. **Compensation.** The Board agrees to pay the Interim Superintendent a salary in the amount of \$ 526.00 per day, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract. The Board agrees to pay the Interim Superintendent mileage to and from work at the state rate and a phone allowance which is included in the daily rate.

7. **Benefits.** The Board shall not 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.

7.1 **Vacation, Holidays, and Leave.** The Interim Superintendent shall receive 0 (zero) days of annual vacation, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract.

8. **Termination or Suspension.** The Board may suspend the Interim Superintendent's employment, with or without pay, or terminate this Contract for good cause as determined by the Board. 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 district is not governed by Texas Education Code Chapter 21. Either party may terminate this Agreement employment upon 14 days advance notice. In the event of termination or suspension without pay, the Interim Superintendent will be provided with an opportunity for hearing that comports with due process requirements.

9. **General Provisions.**

9.1 **Amendment.** This Contract may not be amended except by written agreement of the Parties.

9.2 **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.

9.3 **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.

- 9.4 **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.
- 9.5 **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.
10. **Indemnity.** The Board agrees that it shall, to the extent permitted by applicable law, but not otherwise, defend, hold harmless and indemnify the Interim Superintendent from any and all demands, claims, suites, actions and/or legal proceedings brought against him in his individual capacity, or in his official capacity, or in his official capacity as an agent or an employee of the District, provided the incident giving rise to such demands, claims or suits arose while he was acting within the scope of his employment as the Interim Superintendent, and excluding any criminal conduct ("Covered Claim"). The term Covered Claim also excludes demands, claims, suits, actions, judgments, expenses, and attorneys' fees and damages recoverable or payable under an insurance contract held by the District or the Interim Superintendent or where it is determined that the Interim Superintendent committed official misconduct, a willful or wrongful act or omission, an act or omission that constitutes gross negligence, or an act of bad faith.

The District and Interim Superintendent shall select the Interim Superintendent's legal counsel, if needed, for any Covered Claim by agreement if such counsel is not also the District's legal counsel. If a legal defense is provided through insurance coverage, the Interim Superintendent's right to agree to legal counsel is subject to the terms of the applicable insurance contract. The Interim Superintendent shall fully assist and cooperate with the District in defending any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Interim Superintendent is named as a party. The Parties obligations as set out under this section shall survive and continue after termination of this Agreement.

11. **Notices.**

- 11.1 **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 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.
- 11.2 **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 address 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: 12-17-19

Brady Independent School District

By:   
President, Board of Trustees

Date Signed: 1/20/2020