

## **Interim Superintendent Contract**

This Contract is entered into between the Board of Trustees (the "Board") of SPRING HILL INDEPENDENT SCHOOL DISTRICT (the "District") and ROD TOWNSEND (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 on November 26, 2018, for an indefinite period to serve as Interim Superintendent until a contract is entered into between the District and a permanent superintendent. This contract between the District and the Interim Superintendent is a day-to-day contract. The Board and the Interim Superintendent agree to a no buyout agreement to this contract.

2. **Representations, Certification 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 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. 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 is the Chief Executive of the School District and shall faithfully perform the duties of the Superintendent of Schools for the School District as prescribed in state law, the job description, Board policy, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, diligence, skill, and expertise. The Superintendent agrees to devote all of his working time, skill, labor, and attention to performing his duties. The Superintendent shall comply with all written Board directives, state and federal law, district policy, rules and regulations as they exist or may hereafter be amended. The duties of the Superintendent shall include:

- Recommending for employment all professional employees of the School District consistent with Board approval;
- Directing, assigning, reassigning, and evaluating all of the employees of the School District consistent with Board policies and federal state law;
- Organizing and arranging the staff of the School District and developing and establishing administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the School District consistent with the written board directives, the Board's policy, and state and federal law.

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.** The Board agrees to pay the Interim Superintendent a fixed sum of \$640.00 per day, for the actual days the Interim Superintendent provides services under this Contract. The Interim Superintendent is receiving retirement benefits through the Teacher Retirement System of Texas. The District cannot and does not make any guarantees regarding the Interim Superintendent's right to receive the retirement benefits. The Interim Superintendent is relying on his own investigation and understanding of the law and upon the guidelines, rules and regulations regarding employment after retirement of the program under which the Interim Superintendent has retired. The Interim Superintendent is not relying on any statements made by the District regarding the effect of District employment on the Interim Superintendent's retirement benefits. The Interim Superintendent agrees not to sue or otherwise bring any claim against the District, its Board of Trustees, or any other employee or agent of the District for any loss or reduction in the value of the Interim Superintendent's retirement benefits. The Interim Superintendent understands that the District must report the Interim Superintendent's employment to TRS. The Interim Superintendent agrees not to sue or otherwise bring any claim against the District, its Board of Trustees, or any other employee or agent of the District based on such reports.

6. **Professional Liability:**

6.1 The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have materially breached this Contract, to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any insurance contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. This District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.

6.2 The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings.

6.3 The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract.

7. **Termination or Suspension.** The Board may suspend the Interim Superintendent's employment, with or without pay, at the Board's discretion. The Board may terminate this Contract for good cause as determined by the Board. The Parties agree that "good cause" for termination of this Contract includes, but is not limited to, 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. In the event a termination or suspension without pay, the Interim Superintendent will be provided with an opportunity for hearing before the Board which comports with due process requirements.

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, without regard to any conflict of laws provisions therein. 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 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



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ROD TOWNSEND

Date Signed: November 16, 2018

SPRING HILL INDEPENDENT SCHOOL DISTRICT



By \_\_\_\_\_

MARK WHITE, President  
Spring Hill ISD Board of Trustees

Date Signed: November 26, 2018