
**Interim Superintendent Contract
Garland Independent School District**

This Interim Superintendent Contract ("Contract") is entered into between the Board of Trustees (the "Board") of the GARLAND INDEPENDENT SCHOOL DISTRICT (the "District") and DR. DEBORAH CRON (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 December 27, 2016, for a six (6) month period or until the District enters into a contract with a superintendent, whichever occurs first. The Board and the Interim Superintendent (collectively the "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 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 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 Contract, acting in an interim status. The Interim Superintendent agrees to devote one hundred percent of her time, skill, labor, and attention to her duties as Interim Superintendent during the term of this Contract.
5. **Confidentiality.** The Interim Superintendent understands that in her capacity she will receive personnel, student and/or other confidential information protected by federal and state laws and regulations and Board Policies. In addition, the Interim Superintendent understands she will also receive information protected under the attorney-client communication and attorney work product privileges. In this regard, the Interim Superintendent agrees to maintain the confidentiality of any and all information disclosed to her while serving under this Contract to the maximum extent permissible under federal and state laws and regulations and Board Policies.
6. **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.

7. **Compensation.** The Board agrees to pay the Interim Superintendent the amount of \$1280.23 per day, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract.

- 7.1 **Salary Adjustments.** At any time during the term of this Contract, the Board may, in its discretion, review and adjust the compensation of the Interim Superintendent, but in no event shall the Interim Superintendent be paid less than the compensation set forth in Section 6. of this Contract, except by mutual agreement of the Parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the Parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted compensation.

8. **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.

- 8.1 **Vacation, Holidays, and Leave.** The Interim Superintendent shall receive the same number of days of annual vacation provided to other administrators of the District, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract. The Interim Superintendent shall schedule vacation days with the President of the Board. 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.

- 8.2 **Automobile – Allowance.** The Board shall provide the Interim Superintendent with an automobile allowance for in-District travel in the sum of Five Hundred and No/100 Dollars (\$500.00) per month, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract.

- 8.3 **Expenses.** The Board shall pay or reimburse the Interim Superintendent for reasonable out-of-district expenses incurred by the Interim Superintendent in the continuing performance of the Interim Superintendent's duties under this Contract. The Board agrees to pay reasonable actual and incidental costs necessarily incurred by the Interim Superintendent for travel outside the District in conducting District business. Such actual or incidental costs shall not exceed State of Texas reimbursement guidelines applicable to employees of the State of Texas, and may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, 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.

- 8.4 **Cellular Telephone, Pager and/or Facsimile.** The Board shall provide the Interim

Superintendent with a stipend for cellular telephone, pager, and/or facsimile machine for business use in the amount of One Hundred and No/100 Dollars (\$100.00) per month, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract.

- 8.5 **Computer.** The Board will provide the Interim Superintendent a laptop computer and/or other personal computer, and necessary computer support. The Interim Superintendent shall be allowed to use such equipment for both District and personal business. The Interim Superintendent will return the equipment outlined herein upon termination of this Contract, as outlined herein.
- 8.6 **Housing.** The Board will provide temporary corporate housing for the Interim Superintendent within a fifteen (15) mile radius of the District's geographic boundary. The corporate housing will be selected by the District and provided for a period of four (4) nights per workweek during the term of this Contract. The Parties may, by mutual written agreement, choose to terminate and/or modify this provision of the Contract at any time.
9. **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 an interim 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 of termination or suspension without pay, the Interim Superintendent will be provided with an opportunity for hearing that comports with due process requirements.
10. **Indemnification.** To the extent it may be permitted to do by applicable law as of the date of execution of this Contract, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby indemnify, defend, and hold the Interim Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Interim Superintendent, or damages incurred by the Interim Superintendent, including court costs and reasonable attorney's fees, in her 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 her duties as Interim Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Interim 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 Interim Superintendent or by including the Interim Superintendent as a covered party under any 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 Interim Superintendent in any proceeding for which she 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 Interim Superintendent under this paragraph. To the extent this Section exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. No individual member of the Board shall be personally liable for indemnifying or defending the Interim Superintendent under this Section. The District's obligation under this paragraph shall survive for a period of two (2) years beyond the date of termination of this Contract.

11. **General Provisions.**

- 11.1 **Amendment.** This Contract cannot be altered, amended or modified in any respect, except by a writing duly executed by the party against whom the alteration, amendment or modification is charged. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The Parties agree that each Party has relied on its own judgment in executing this Contract and that it has not relied on the statements and representations of the other Party.
- 11.2 **Severability.** The provisions of this Contract are severable. If a court of competent jurisdiction rules that any portion of this Contract is invalid or unenforceable, the court's ruling will not affect the validity and enforceability of other provisions of this Contract.
- 11.3 **Construction of Terms.** This Contract shall be deemed drafted equally by all Parties hereto. The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Contract are for the convenience of the Contract and are not intended to be used in construing this document.
- 11.4 **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.
- 11.5 **Acknowledgments.** The Parties further acknowledge that they have carefully read this Contract, that they have consulted with their attorneys prior to executing this Contract, that they have had an opportunity for review of it by their attorneys, that they fully understand its final and binding effect, that the only promises made to them to sign this Contract are those stated above and that they are signing this Contract voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute this Contract. The Parties agree that an electronic signature is the legally binding equivalent to a handwritten signature, and has the same validity and meaning as a handwritten signature.

12. **Notices.**

12.1 **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 the 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.

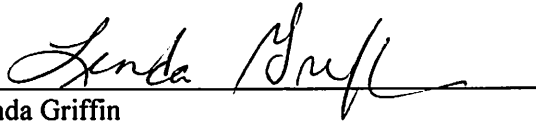
12.2 **To the Board.** The Board agrees that the Interim Superintendent may meet any legal obligation she has to give the Board written notice regarding this Contract or the Interim Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice 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:



Dr. Deborah Cron
Interim Superintendent

Date signed: 12-28-16



Linda Griffin
President, Board of Trustees
Garland Independent School District

Date signed: 12-28-16