

EMPLOYMENT AGREEMENT FOR INTERIM SUPERINTENDENT

This Employment Agreement for Interim Superintendent (“Agreement”) is entered into by and between the Waxahachie Independent School District (“WISD” or “District”), a political subdivision of the State of Texas acting by and through its Board of Trustees, and Dr. Bonny Cain (“Interim Superintendent”) (individually or collectively referred to as the “Parties”).

1. The District employs Interim Superintendent to begin a term of employment as Interim Superintendent with the District effective September 4, 2018.
2. This Agreement will terminate upon: (1) the date the District hires a new full-time Superintendent and the new Superintendent begins work in the District, or (2) voluntary termination of the Agreement by one of the parties. Either party may voluntarily terminate this Agreement at any time and for any reason, or for no reason, by providing the other party with fourteen days’ written notice of termination. The Interim Superintendent may meet any requirement to give the Board written notice regarding this Agreement or her employment by providing such notice to the Board President. The Board may meet any requirement to give notice to the Interim Superintendent regarding this Agreement or the Interim Superintendent’s employment by providing such notice to the Interim Superintendent.
3. This Agreement is not governed by Texas Education Code, Chapter 21. Nothing in this Agreement shall in any way be interpreted to afford the Interim Superintendent any rights or procedures, expectancy of continued employment, or claim of entitlement beyond those established in the Agreement.
4. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure or any other contractual obligation or other expectancy of continued employment or claim of entitlement is created by this Agreement
5. During the term of this Agreement, Interim Superintendent shall hold a valid Superintendent’s certificate. If the Interim Superintendent’s certification expires, is canceled, or is revoked, this Contract is void. Interim Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in the Texas Education Code, Waxahachie ISD Board policy, the job description, the traditional practices of the District, and as may be assigned by the Board of Trustees. The Interim Superintendent shall perform those duties with reasonable care, skill, and diligence. The Interim Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.
6. 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 Agreement.

7. The District shall compensate Interim Superintendent \$800.00 per day for each regular workday, which includes at no extra charge related time incident to attending Board meetings or school events consistent with her role as Interim Superintendent. It is anticipated that Interim Superintendent will work five (5) days per week for the District while providing these services, and shall not perform other Interim Superintendent services for other school districts during these times. The Interim Superintendent shall work the same work calendar as other District administrative staff.
8. The District and Interim Superintendent will split in equal amounts the retire-rehire supplement charged by the Teacher Retirement System of Texas to rehired retirees. The Interim Superintendent will be eligible to obtain the same payment from the District for health insurance as all other employees of the District.
9. In addition to the compensation described in Paragraph 7, contingent upon the provision of supporting documentation, the District will reimburse Interim Superintendent for all lodging expenses, including utilities, while living within the boundaries of the District.
10. Four days prior to the regular payroll date each month, Interim Superintendent shall submit a log detailing the number of employment days she has worked for the immediately preceding month. The District shall pay Interim Superintendent on its regular payroll dates of each month for those days recorded on the logs submitted by Interim Superintendent, with payroll deductions as required by law.
11. In any legal proceeding related to the interpretation or breach of this Agreement, the Agreement shall be governed and interpreted by Texas law. Venue for any dispute concerning this Agreement shall be Ellis County, Texas.
12. This agreement is subject to all applicable federal and state laws, rules, regulations and the District's Board policy. Invalidity of any portion of the Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of the Agreement.
13. This Agreement combines and supersedes all prior agreements and representations concerning the employment of the Interim Superintendent. No modification to this Agreement shall be binding unless reduced to writing and signed by both parties.

This Agreement may be signed in multiple duplicate originals and each party shall retain a duplicate original. Each executed duplicate original shall be accorded full force and effect.

Dated and effective August 30, 2018.

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

By: _____


Dusty Autrey, President, Board of Trustees

INTERIM SUPERINTENDENT



Dr. Bonny Cain, Interim Superintendent