

INTERIM SUPERINTENDENT AGREEMENT

THE STATE OF TEXAS

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COUNTY OF UPSHUR

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THIS INTERIM SUPERINTENDENT AGREEMENT ("Agreement") is entered into on July 22, 2025, by and between the Board of Trustees ("the Board") of Union Grove Independent School District ("the District") and Brian Gray ("Interim Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and Interim Superintendent, for and in consideration of the terms hereinafter established and have agreed, and do hereby agree, as follows:

I. TERM

1.1 Term. The Board, by and on behalf of the District, does hereby contract with Interim Superintendent beginning on July 23, 2025, and continuing until the Board has permanently filled the current vacancy of Superintendent of Schools, or until either party notifies the other of the termination of this Agreement.

1.2 Termination of Agreement. Either party may terminate this Agreement with or without cause after providing 14-days' written notice to the other party.

II. DUTIES

2.1 Duties. Interim Superintendent is the chief executive of the District and shall faithfully perform the duties of Interim Superintendent for the District as prescribed by law, Board policy, and as may be lawfully assigned by the Board. Interim Superintendent shall comply with all lawful Board directives, state and federal law, and District policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of Interim Superintendent to recommend for employment all professional employees of the District, subject to the Board's approval. It shall be the further duty of Interim Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of Interim Superintendent to direct, assign, reassign, and evaluate all employees of the District consistent with the Board's policies and state law. It shall be the further duty of Interim Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which Interim Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of Interim Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except Interim Superintendent's resignation, which must be accepted by the Board. Interim Superintendent shall perform the duties of Interim Superintendent for the District with reasonable care, diligence, skill, and expertise. All duties assigned to Interim Superintendent by the Board shall be appropriate to and consistent with

the professional role and responsibility of the Interim Superintendent as described under state law and District policy.

2.2 Board Meetings. Unless otherwise prohibited by law, Interim Superintendent shall attend all meetings of the Board. Interim Superintendent shall participate, at the request of the Board, in closed meetings of the Board.

2.3 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to Interim Superintendent for study and appropriate action. Interim Superintendent shall investigate such matters and inform the Board of the results of such action.

2.4 Indemnification. To the extent it may be permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District agrees to defend and indemnify Interim Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against Interim Superintendent in Interim Superintendent's individual or official capacity as an employee and as Interim Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses, and attorney's fees, arose or does arise in the future from an act or omission of Interim Superintendent as an employee of the District, acting within the course and scope of Interim Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses, and attorneys' fees for those claims or any causes of action where it is determined that Interim Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the District or by Interim Superintendent. The selection of Interim Superintendent's legal counsel shall be with the mutual agreement of the Interim Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Interim Superintendent's right to agree to legal counsel provided for Interim Superintendent will depend on the terms of the applicable insurance contract. The provisions of this section shall survive the termination of this Agreement. Nothing herein will be construed to exceed the requirements under Texas Civil Practices & Remedies Code Chapter 102.

2.5 Criminal History Background Checks. Throughout the term of this Agreement, Interim Superintendent agrees to provide or authorize the District permission to allow for review of national criminal history record information at any time required by the District, the Texas Education Agency, or the State Board for Educator Certification. Interim Superintendent shall notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or any other adjudication of Interim Superintendent throughout the term of this Agreement.

2.6 Professional Certification. Interim Superintendent shall, at all times during the term of this Agreement, hold and maintain a valid certificate required of a superintendent of schools by the State of Texas and issued by the State Board for Educator Certification and all other

certificates required by law.

III. COMPENSATION

3.1 Compensation. The District shall compensate Interim Superintendent at a daily rate of pay of FIVE HUNDRED AND SEVENTY-FIVE AND NO/100 DOLLARS (\$575.00) per day within the agreed period of time that services are provided under this Agreement or any duly signed addendum to which the Board and Interim Superintendent may agree upon at a later date.

3.2 Expenses. Expenses incurred by Interim Superintendent in the performance of services under this Agreement are only reimbursable if approved in advance by the District in writing. Such expenses may include the cost of attending conferences, workshops, and training on behalf of the District or dues for membership in professional organizations required by the District. When approved, in advance, Interim Superintendent must keep detailed records of expenses pertaining to services performed and shall comply with all procedures and documentation requirements in accordance with Board policies.

IV. MISCELLANEOUS

4.1 No Tenure Rights. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the Agreement's term.

4.2 Term Contract Nonrenewal Act Not Applicable. The parties expressly agree that the provisions of Chapter 21 of the Texas Education Code (also referred to as the Term Contract Nonrenewal Act) do not apply to this Agreement. If the District terminates the employment of Interim Superintendent, then the District shall compensate Interim Superintendent for services performed up to the date of termination.

4.3 Dispute Resolution. The Parties agree to attempt to resolve any dispute arising from this Agreement through direct discussions. If the dispute cannot be resolved by direct discussions, then the parties agree to submit the dispute to non-binding mediation.

4.4 Entire Agreement, Amendment. This Agreement represents the entire and integrated agreement between the District and Interim Superintendent and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Interim Superintendent.

4.5 Choice of Law, Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for any proceeding arising from this Agreement shall reside in a court of competent jurisdiction in Upshur County, Texas.

4.6 Binding Agreement. The District and Interim Superintendent, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign this

Agreement without the written consent of the other.

4.7 No Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Interim Superintendent.

4.8 Severability. Any provision of this Agreement that is, or may later be held invalid, unenforceable, or illegal is deemed severed from the Agreement as though never in existence and shall not affect the validity, enforceability, or legality of the remaining provisions of the Agreement.

This Agreement is entered into on July 22, 2025.

**UNION GROVE INDEPENDENT
SCHOOL DISTRICT:**

By: _____

Jody Day
President, Board of Trustees

INTERIM SUPERINTENDENT:

By: _____

Brian Gray

ATTEST:

By: _____

Tim Turner
Secretary, Board of Trustees