

INTERIM SUPERINTENDENT CONTRACT  
GREENVILLE INDEPENDENT SCHOOL DISTRICT

This Interim Superintendent Contract ("Contract") is entered into between the GREENVILLE INDEPENDENT SCHOOL DISTRICT (the "District") and DR. LAURA (LAURIE) HITZELBERGER (the "Interim Superintendent").

The District and the Interim Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

**Term.** The District agrees to employ the Interim Superintendent, beginning December 5, 2023 and continuing until June 28, 2024 or until the District enters into a contract with a permanent Superintendent, whichever occurs first.

- 1.1 **Termination of Extension of Contract.** Either the District or the Interim Superintendent may terminate this Contract with or without cause after providing fourteen (14) days' written notice to the other party. Likewise, the District and the Interim Superintendent (collectively "the Parties") may extend the term of this Contract by mutual 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 District, 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 District, TEA, or SBEC. The Interim Superintendent also agrees to notify the Board President, in writing, of any arrest or of any indictment, conviction, no contest, or guilty plea or any other adjudication of the Interim Superintendent, before or during the term of this Contract and to do so as soon as reasonably possible and preferably within 24 hours of any such occurrence.
4. **Duties.** The Interim Superintendent agrees to perform the duties of Superintendent for the District for the duration of this Contract, acting in an interim status, including but not limited to those identified in District Board Policy BJA (Legal) and (Local). All duties assigned to the Interim Superintendent by the District shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.
  - 4.1 **Reassignment.** The Interim Superintendent cannot be reassigned from the position of Interim Superintendent to another position without the Interim Superintendent's express written consent.
  - 4.2 **District Meetings.** The Interim Superintendent shall attend, and be permitted to attend, all meetings of the District, both public and closed, with the exception of those closed

meetings devoted to the consideration of any action or lack of action on the Interim Superintendent's Contract, or at any other time as determined by the Board.

- 4.3 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive complaints from staff and/or third parties to the Interim Superintendent for review and appropriate action. The Interim Superintendent will refer such matter(s) to the appropriate District employee for investigation or investigate such matter(s) and inform the entire Board of the results of such action or refer such matter(s) to the appropriate complaint resolution procedure as established by District Board policies. Provided, however, nothing herein shall be construed to prevent the right of a District employee to communicate directly with a Board member pursuant to Board Policy and law. The Board retains the right to receive and address complaints about the Interim Superintendent. The Interim Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, then the Interim Superintendent shall refer the complaint to the next most senior non-implicated Board officer, or, if necessary, Board member.
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 and continuing beyond the conclusion of this Contract to the maximum extent permissible under federal and state laws and regulations and Board Policies.
6. **Compensation.** The District agrees to pay the Interim Superintendent the amount of \$750 per day, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract.

  - 6.1 **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.
7. **Benefits.** The District 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.

  - 7.1 **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; however, Interim Superintendent's days will not be paid. 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, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract.

- 7.2 **Mileage Allowance.** The District shall provide the Interim Superintendent with a mileage allowance in the sum of \$1200 annually, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract.
- 7.3 **Expenses.** The District 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 District 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.
- 7.4 **Cellular Telephone.** The District shall provide the Interim Superintendent with a cellular phone for District use or a cell phone stipend of \$1200 annually, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract.
- 7.5 **Computer.** The District will provide the Interim Superintendent a laptop computer and/or other personal computer, and necessary computer support.
- 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 permanent 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 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 a hearing that comports with due process requirements if requested in writing within fifteen business days of notification to the Interim Superintendent of termination or suspension without pay.
- 9. **Payment of Damages.** 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 agrees to defend, hold harmless, and pay actual damages awarded against the Interim Superintendent if the damages (1) result from an act or omission of the employee in the course and scope of her employment for the District; and (2) arise from a cause

of action for negligence. The District agrees to pay the court costs and attorney's fees awarded against the Interim Superintendent for same. However, the District will not pay pursuant to this paragraph if the damages awarded against the Interim Superintendent (1) arise from a cause of action for official misconduct; or (2) arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence. Nor will the District pay damages awarded against the Interim Superintendent to the extent the damages are recoverable under an insurance contract or a self-insurance plan authorized by statute.

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 District 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 recovery 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 covering and/or 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. The District's obligation under this paragraph shall survive for a period of two (2) years beyond the date of termination of this Contract.

#### 10. **General Provisions.**

10.1 **Amendment.** This Contract cannot be altered, amended, or modified in any respect, except by a writing authorized by the Board and signed by both parties. 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.

10.2 **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.

10.3 **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 the Contract are for the convenience of the Contract and are not intended to be used in construing this document.

10.4 **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 in Hunt County. If litigation is brought in federal court, the Parties agree that venue shall be the federal district in the Northern District of Texas in the Dallas Division.



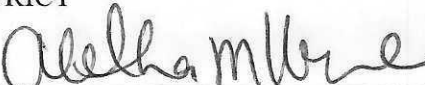
10.5 **Acknowledgments.** The Parties further acknowledge that they have carefully read this Contract, that they have had the opportunity to consult with their attorneys prior to executing this Contract, that they have had an opportunity for review of it by their attorneys, that they fully understand 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.

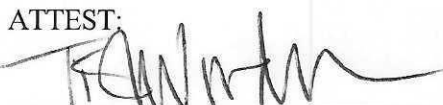
**11. Notices.**

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 Board President. The Interim Superintendent agrees that the District 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.

11.2 **To the District.** The District agrees that the Interim Superintendent may meet any legal obligation she has to give the District 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's and Vice President's addresses of record, as provided to the District.

EXECUTED this 5<sup>th</sup> day of December, 2023.  
GREENVILLE INDEPENDENT SCHOOL DISTRICT

By:   
Aletha Kruse, President, Board of Trustees

ATTEST:  
  
Tish Woodruff, Secretary, Board of Trustees

By:   
Dr. Laurie Hitzelberger, Interim Superintendent