

STATE OF TEXAS
COUNTY OF SABINE

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KNOW ALL MEN BY THESE PRESENTS:

**INTERIM SUPERINTENDENT
CONTRACT OF EMPLOYMENT**

1. **Term; Extension.** It is hereby agreed by and between the Board of Trustees ("Board"), West Sabine Independent School District, a Texas independent school district having its administrative offices in Pineland, Sabine County, Texas ("WSISD"), and John Lynch ("Lynch"), that WSISD, in accordance with Board action as reflected in the minutes of its meeting held on Monday, July 9, 2018, does hereby employ John Lynch as Interim Superintendent of Schools for the period commencing 7-10-18, 2018, and ending on a date determined by the Board to be the official beginning date of employment of a new Permanent Superintendent of Schools. The parties anticipate that Lynch's employment will continue for approximately six (6) months, the estimated time for WSISD to engage a Permanent Superintendent.

However, in the event a Permanent Superintendent has not been officially employed by that date, the parties have agreed that Lynch's employment will automatically be renewed for an additional thirty (30) days, under the same terms and conditions, and will continue to be renewed in 30-day increments, until such time as the WSISD Board has approved employment of a Permanent Superintendent.

2. **Right to Terminate.** Either party may elect to terminate this employment agreement at any time, for any reason, upon 30 days' written notice to the other.

3. **Performance and Duties.** The parties agree that said employee shall perform the duties of the Interim Superintendent of Schools in and for the public schools

in said district, as prescribed by the laws of the State of Texas and by the rules, regulations, and policies of the Texas Education Agency, and of WSISD.

4. **Salary; Payment Schedule** Lynch will be paid by WSISD at a daily rate of \$ 450⁰⁰. Duties will include attendance at WSISD extracurricular activities. Lynch will submit a weekly time sheet to Ms. Sherry Boyette, Payroll Clerk, to enable her to calculate his salary. Lynch agrees to perform faithfully the duties of Interim Superintendent of Schools, and to serve in that capacity as chief administrative officer of WSISD. Lynch will be paid according to the salary schedule applicable to other WSISD administrators.

5. **Salary Adjustments.** The Board reserves the right to adjust the salary of Lynch during the term of this contract, due to financial exigency or program change, in the event it becomes necessary to reduce the salaries of other professional staff members, in which event the Interim Superintendent's salary will also be subject to reduction.

6. **Travel Stipend / Travel Expense Reimbursement.** Lynch will be paid \$Normal 40.5 per month as a travel stipend. Lynch will also be reimbursed for actual out-of-pocket travel expenses, including meals and lodging, incurred in connection with out-of-town school district business trips, approved in advance by the Board.

~~X~~ **Mobile Telephone / Computer.** WSISD will provide the Interim Superintendent with a cellular telephone, and a computer, for his professional use.

After Lynch's duties for WSISD are at an end, Lynch agrees to promptly return the district's cellular telephone and computer.

~~8.~~ **Sick Leave; Other Absences from Duty.** Lynch's sick leave and other types of absence from duty will be governed by applicable local Board policies in force at the time, pertaining to other WSISD administrators.

9. **Certification.** Lynch shall maintain on file in the personnel office of WSISD, throughout the period of his employment, a valid and appropriate certificate authorizing him to serve as superintendent of schools for an independent school district in the State of Texas.

10. **Interim Superintendent's Responsibilities.** Lynch, as Interim Superintendent of Schools, shall have the responsibility to recommend to the Board of Trustees the organization and reorganization of the administrative and supervisory staffs, including those relating to instructional and business affairs, as well as the placement, reassignment, and transfer of professional personnel. The responsibility for recommending the employment, promotion, demotion, reassignment, renewal, nonrenewal, disciplining, and termination of all certified employees shall also be vested in Mr. Lynch, subject to approval by the Board.

The Interim Superintendent shall serve as chief administrative officer to the Board of Trustees and for WSISD; it shall be his responsibility to supervise and coordinate the central administrative functions of the district, and he shall exercise those duties which are mandated by statute as well as those specifically designated by the Board. The duties and responsibilities of Lynch, as Interim Superintendent of Schools, shall include, but not be limited to, the following:

- a. Attend all Board meetings and such other meetings of Board committees as the Board may deem desirable;

- b. Coordinate the instructional program of the district in the creation and conduct of courses of study, acquisition of textbooks and supplies, and supervision related thereto;
- c. Consolidate classes, assign pupils to buildings and classes, and transfer pupils;
- d. Develop, maintain, and operate a constructive program of in-service training and education for all professional employees of the school system;
- e. Coordinate the work of all school personnel, and establish necessary procedures for evaluating the work of each personnel;
- f. Act as deputy budget officer for the Board of Trustees, regularly prepare and present expenditure and receipt estimates necessary to the operation of the school system, and propose an annual budget;
- g. Maintain a continuous study of the problems confronting schools, evaluate the quality and efficiency of all departments, and report to the Board of Trustees as required;
- h. Perform such other duties consistent with the foregoing as the Board of Trustees may determine, and its policies provide.

11. **Legal Liability Insurance**. At its cost, WSISD will include Lynch in its policy of legal liability insurance throughout the term of his employment, which coverage will continue in force following Lynch's service as Interim Superintendent regarding claims made during his term.

12. **Entire Agreement.** This document constitutes the entire agreement and contract between the parties concerning such employment, and may be changed or amended only by Board action and written consent of the parties hereto.

EXECUTED in duplicate originals this 9th day of July, 2018.

WEST SABINE
INDEPENDENT SCHOOL DISTRICT

By: Kenneth Smith
Kenneth Smith, President
Board of Trustees

ATTEST:

Carla Randle
Carla Randle, Secretary
Board of Trustees

John Lynch
John Lynch
Interim Superintendent