

**NACOGDOCHES INDEPENDENT SCHOOL DISTRICT
INTERIM SUPERINTENDENT CONTRACT**

STATE OF TEXAS §
 §
COUNTY OF NACOGDOCHES §

This Contract is made and entered into by and between the Board of Trustees (the “Board”) of the Nacogdoches Independent School District (the “District”) and Mr. Alton Frailey (“Frailey”). The Board and Frailey hereby agree as follows:

1. The Board agrees to employ Frailey, and Frailey agrees to serve, as Interim Superintendent of the District, effective March 19, 2018, through the effective date of employment of a Superintendent of Schools by the Board.

2. During the term hereof, Frailey shall perform the duties of Superintendent of Schools for the District as prescribed by state law, Board policies, and as may be assigned by the Board. Frailey shall perform those duties with reasonable care, skill and diligence. Frailey shall comply with all legal Board directives, state and federal laws and rules, District policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction and interpretation of this Contract.

3. Frailey agrees to devote his time, skill, labor, energy and attention to performing his duties for the Board and District, and to the direction, administration, management and supervision of the District.

4. The Board agrees to pay Frailey Seventeen Thousand and no/100 Dollars (\$17,000.00) per month, during the term hereof, which shall compensate Frailey for all of his services to the District as Interim Superintendent. Frailey shall also be entitled to reimbursement of documented business mileage incurred at the current approved District rate

and to reimbursement of reasonable and necessary expenses incurred by him in the continuing performance of his duties hereunder, to the extent such expenses are included in the District's annual operating budget. He shall provide receipts covering said expenses and shall comply with all procedures and documentation requirements in accordance with Board policies and District regulations.

5. Frailey shall report on-site full-time on April 1, 2018. Prior to that time, Frailey shall work remotely at his discretion and as necessary to serve the interest of the District. Frailey shall be credited with five personal leave days, to be treated by the District as state personal leave, and shall also accrue local leave days in accordance with local policy. Frailey shall be entitled to such other benefits as are required by law and Board policy for temporary, retiree employees. Frailey shall observe the same holidays as provided by the Board-approved school calendar for administrative personnel. Any personal leave days taken by Frailey will be taken at such time or times as will least interfere with his performance of his duties as Interim Superintendent. Frailey shall be permitted, at no expense to the district, to fulfill current commitments with professional associations (American Association of School Administrators, Texas Association of School Administrators, Urban Superintendents Association of America, Texas Association of Sub-Urban - Mid-Urban Schools, and National School Boards Association). Frailey will also be permitted to fulfill his service as a member of the Stephen F. Austin State University Board of Regents, Board of Directors of Battelle For Kids and as President of the Capturing Kids' Heart Foundation Board. Frailey will fulfill these professional commitments and continue as a consultant in a manner that does not interfere with his obligations to the District and complies with District policies, rules and regulations regarding conflict of interest and fraud.

6. As a TRS retiree, Frailey acknowledges that the District is required to contribute to the TRS pension fund 14.5% of compensation and to pay a health insurance surcharge of \$535 per month. These contributions and payments will be paid on his behalf by the District. Frailey hereby releases all claims under the Age Discrimination in Employment Act related to the deduction of such contributions and payments from his compensation.

7. Frailey shall not be paid on a daily basis, although the District may use a daily rate for certain purposes, including to calculate deductions for leave taken but not earned or leave taken in excess of days available. Frailey's salary shall be prorated to the extent that he works less than a full month. Frailey shall be paid in the same payroll sequence as other District employees, and deductions will be made from his paycheck for income tax withholding and such other deductions as are required by law.

8. This Contract may be terminated by mutual agreement at any time, or by either party providing written notice to the other party. The written notice shall state the effective date of the termination hereof. No right of tenure is created by this Contract. No property interest, expressed or implied, is created in continued employment hereunder. By its nature, the position of Interim Superintendent is considered to be temporary. Accordingly, the parties agree that this Contract is not covered or governed by Chapter 21, Subchapters C through G, of the Texas Education Code.

9. This Contract is conditioned upon Frailey's satisfactorily providing the records and information provided by law, the Texas Education Agency ("TEA"), and the State Board for Educator Certification ("SBEC"), necessary to serve as a superintendent of a Texas Independent School District. Frailey shall maintain the required certification throughout the term of this Contract. At the beginning of this Contract, and at any time during the term hereof,

Frailey specifically agrees to submit to a review of his national criminal history record information (NCHRI) if required by the District, TEA or SBEC.

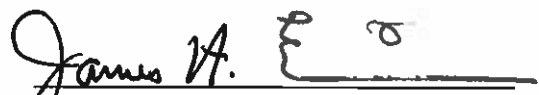
10. Frailey represents that he has disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication, for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(b). Frailey further agrees that during the term of this Contract, he shall notify the Board President, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or other offense listed at 19 Tex. Admin. Code § 249.16(b) or in Board policy, within three (3) calendar days.


11. The District shall provide Frailey with a legal defense of the District's choice, and the costs and expenses related to that defense for demands, claims, suits, actions, and legal proceedings brought against Frailey in his individual or official capacity as agent and employee of the District, provided that the Board determines that the Superintendent was acting in good faith and within the course and scope of his employment and that the legitimate interests of the District require legal defense on behalf of the public interest. The District may purchase insurance to fulfill its obligation under this paragraph. The District's obligation to provide legal defense under this paragraph shall survive the termination of this contract, but shall not survive the statute of limitations for any claim eligible for defense under this paragraph.

12. Frailey agrees to keep a current address on file with the District's Human Resources Office.

APPROVED BY THE BOARD OF TRUSTEES THIS 29TH DAY OF MARCH, 2018 TO BE EFFECTIVE March 8, 2018.

BOARD OF TRUSTEES
NACOGDOCHES INDEPENDENT
SCHOOL DISTRICT

By: 
Reverend James Ervin, President
Board of Trustees


Alton Frailey
Interim Superintendent

ATTEST:


Steve Green, Board Secretary