

## EMPLOYMENT AGREEMENT FOR INTERIM SUPERINTENDENT

This Employment Agreement for Interim Superintendent ("Agreement") is entered into by and between the Yantis Independent School District ("YISD" or "District"), a political subdivision of the State of Texas acting by and through its Board of Trustees, and Dr. Peter J. Running ("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 March 17, 2015.
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 14 days' written notice of termination.
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. Interim Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in the Texas Education Code, Yantis P 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. The District shall compensate Interim Superintendent \$382.83 per day for each regular workday, which includes at no extra charge related time incident to attending Board meetings or school events consistent with his 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.
7. On or by the last day of each month, Interim Superintendent shall submit a log detailing the number of employment days he 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.
8. 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 Wood County, Texas.
9. 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

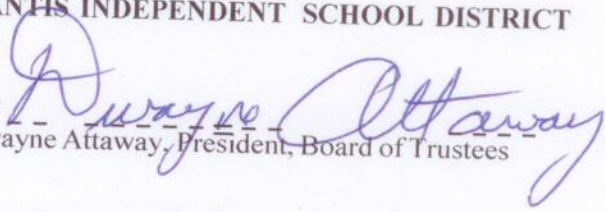
shall not affect the validity of the remainder of the Agreement.

10. 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 March 17, 2015.

**YANTIS INDEPENDENT SCHOOL DISTRICT**

By:   
Dwayne Attaway, President, Board of Trustees

**INTERIM SUPERINTENDENT**

  
Peter J. Running, Interim Superintendent