INTERIM SUPERINTENDENT AGREEMENT

STATE OF TEXAS \$

COUNTY OF BRAZOS \$

This Agreement is entered into by Bryan Independent School District ("District"), acting by and through its Board of Trustees, and Dr. Timothy Rocka ("Rocka"). Rocka and the District may be referred to collectively as "the Parties."

- 1. The Parties acknowledge that Rocka is currently employed by the District under the terms of a Certified Administrator Contract. Nothing in this Agreement serves to modify or supersede the rights and duties of the Parties under that pre-existing employment contract. Rather, this Agreement is entered into to cover Rocka's performance of additional duties that are not part of his regular employment contract with the District.
- 2. Rocka will serve as Interim Superintendent of the District on an interim basis beginning October 3, 2016. Rocka will serve in that capacity until a Superintendent is hired and reports to duty. Additionally, this Agreement may be ended by either party by providing thirty (30) days written notice to the other party. This Agreement does not create a property right to continued employment as Interim Superintendent.
- 3. In addition to the duties established by his existing Certified Administrator contract, Rocka will execute the duties of Interim Superintendent, including the usual duties of the Superintendent as set forth in the Board policies BJA (Legal) and BJA (Local), and other duties as assigned by the Board of Trustees. Rocka will report to the Board of Trustees in the performance of his Interim Superintendent duties.
- 4. While performing the duties of the Interim Superintendent, Rocka will receive an additional stipend in the amount of \$37,260 per year (based on a 226 work days per year), prorated in accordance with the actual period of time the Interim Superintendent provides services under this Agreement. This amount is in addition to Rocka's normal pay he receives as Deputy Superintendent. Rocka acknowledges that after he is no longer performing the duties of the Interim Superintendent, this stipend will be eliminated.
- 5. The District will pay or reimburse Rocka for reasonable expenses incurred by Rocka in the performance of his Interim Superintendent duties as provided by District policy DEE and related procedures.
- 6. The Parties agree that because the Rocka is serving as an Interim Superintendent on an interim and substitute basis, the relationship between the Parties under this Agreement is not governed by Chapter 21 of the Texas Education Code.
- 7. 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 Brazos County, Texas.

8. Any amendments to this Agreement shall be in writing and signed by both parties.

BRYAN INDEPENDENT SCHOOL DISTRICT

10/17/2016

Douglas Wunneburger, President
Bryan ISD Board of Trustees

INTERIM SUPERINTENDENT

10/17/2014