
Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of PRESIDIO INDEPENDENT SCHOOL DISTRICT (the "District") and Raymond Lynn Vasquez (the "Superintendent").

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

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning June 11, 2018 and ending June 30, 2021. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
2. **Certification.** The Superintendent agrees to maintain the required certification throughout the term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** The Superintendent makes the following representations:
 - 3.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
 - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent, other than routine traffic citations. The Superintendent agrees to provide such notification in writing within three calendar days of the event or any shorter period specified in Board policy.
 - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:
 - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent as are lawful and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility



of the Superintendent.

- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended. The Superintendent may not accept any employment with any other entity, and may not accept any financial benefit for performing personal services for any other entity, without specific approval by the Board on a case-by-case basis in an open meeting. Under no circumstances may the Superintendent accept any employment with, or financial benefit from, or perform any personal services for, any business entity that conducts or solicits business with the District.
- 4.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 4.4 **Board Meetings.** The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal, or when the Board otherwise decides that excusing the Superintendent from a closed meeting would be in the best interest of the District. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.
- 4.5 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention and requiring investigation, response, or other action either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or (b) to the appropriate complaint resolution procedure as established by District Board policies; or (c) if appropriate, to law enforcement authorities.
- 4.6 **Indemnification and Cooperation.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any civil legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the

incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 4.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

The Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. Contingent on the Superintendent's providing such full cooperation, the District shall reimburse the Superintendent's reasonable, related expenses, including travel and lodging expenses. The provisions of this Section 4.6 shall survive the termination of this contract.

5. **Compensation.**

5.1 **Salary:**

The District shall pay the Superintendent an annual salary as follows: One hundred thirty thousand and no/100 Dollars (\$ 130,000.00) per year for the first year of the Contract term. The Board may adjust the Superintendent's salary for the remaining years of the Contract term, provided that the annual salary shall not be less than the salary for the first year.

- (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.
- (b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

- 5.2 **Travel Expenses.** The District shall provide the Superintendent with an automobile allowance of \$250.00 per month (\$3,000.00 per year). The District shall pay or reimburse the Superintendent's reasonable and necessary travel expenses when traveling on District business outside of Presidio County, including mileage expense reimbursement for use of said automobile for District-related travel outside of Presidio County, at the rate determined and published by the Texas Comptroller of Public Accounts, but only when such travel has been approved by the Board of Trustees in advance. All travel expense reimbursement requests will be supported by receipts and conform to District policy and procedural requirements.
- 5.3 **Association Dues.** The Board encourages the Superintendent to become a member of and participate in professional associations and community and civic organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District shall reimburse the Superintendent for the cost of membership dues in up to two such associations or organizations.
- 5.4 **Housing.** The District shall provide the Superintendent with the use of a residence owned by it, for a lease payment of \$400.00 per month, and shall provide to the Superintendent a housing allowance in the amount of \$400.00 per month (\$4,800.00 per year) to be applied to the lease rental. The District and the Superintendent shall enter into a separate lease agreement regarding the residence. The District shall pay for utility expenses, including electricity, propane or gas, water and sewer, and alarm services. The Superintendent shall be required to maintain or repair the home in the same condition as it existed at the commencement of the term of the Lease. The District shall be responsible for repair of major structural components, as well as any major repairs or replacement of the roof, electrical, plumbing, and heating and cooling systems. The District will, at its expense, maintain casualty insurance on the residence. The Superintendent shall insure any of his personal belongings or property which are kept in or on the lease premises.
- 5.5 **Health Insurance.** The District shall pay the premiums for the Superintendent's health insurance coverage under TRS ActiveCare, Level 2, covering the Superintendent only. Any dependent coverage will be at Superintendent's expense.
- 5.6 **Term Life Insurance.** The District shall provide the Superintendent with a term life insurance policy in the amount of his starting annual base salary (\$130,000.00). The District shall pay the premiums for the life insurance policy for the duration of this Agreement. The life insurance policy shall be owned by the District on the life of the Superintendent, but the Superintendent shall have the sole right to determine the beneficiary under the policy.
- 5.7. **Disability Insurance.** The District shall pay the premiums for a long-term disability insurance policy for the Superintendent, written to compensate the Superintendent for at least 60% of the Superintendent's base salary, after a suitable qualifying period.

- 5.8. **Cell Phone Allowance.** The District shall pay Superintendent a cell phone allowance in the amount of \$150.00 per month (\$1,800.00 per year), but Superintendent shall be solely responsible for all expenses relating to Superintendent's cellular phone. The Superintendent shall maintain a personal account with the cellular telephone service and shall not open an account in the name of the District. The Superintendent shall have sole responsibility for payment of his personal cell phone account and the District shall have no obligation or responsibility related to that account.
- 5.9 **Benefits:** The District shall provide such other benefits to the 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.

6. **Performance Goals/Review of Performance.**

- 6.1 **Development of Goals.** The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.
- 6.2 **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based in part on the District's progress towards accomplishing the District Goals.
- 6.3 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and the completed evaluation instrument shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.
- 6.4 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law, which shall prevail over any provisions of this Contract that may be inconsistent therewith. A

copy of the written evaluation shall be delivered to the Superintendent. Any response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

7. **Suspension.** In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board under and pursuant to applicable Texas law.
8. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code chapter 21. The Board, in its discretion and at its sole option, upon providing notice to the Superintendent of its intent to issue a notice of proposal for employment nonrenewal or termination, may in lieu of chapter 21 nonrenewal or termination procedures, pay to the Superintendent an amount equal to one year's salary and benefits hereunder during the year in which such payment is made, in consideration for the Superintendent's waiver of all rights under chapter 21 of the Texas Education Code and the Superintendent agrees to waive his rights to contest the proposed nonrenewal or termination under chapter 21 of the Education Code and to accept such sum in full and complete satisfaction of his employment rights under this Contract and under the Texas Education Code; provided, however, that the parties, by agreement, may agree to a lesser amount.
9. **General Provisions.**
 - 9.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
 - 9.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
 - 9.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties. This Contract includes 2 Addendum(a).
 - 9.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be in Presidio County,

Texas. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.

9.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

9.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

10. **Notices.**

10.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

10.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the 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 Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent: _____

Date signed: 5/15/18

Presidio Independent School District

By: [Signature]
President, Board of Trustees

Date signed: 5/16/18

ADDENDUM TO SUPERINTENDENT'S CONTRACT

Compensation for Familiarization Days

The Board encourages the Superintendent to spend such time as he can within the District on orientation, planning, and other preparatory and transitional matters, after this Contract is executed, on May 31, June 1, and/or June 2, 2018. The District shall compensate the Superintendent for up to three days of such activities, at a rate of \$575.00 per day for actual days spent in the District. In addition, the District shall pay the Superintendent's actual expenses for lodging for such days, up to a maximum of \$93.00 per night, and meals, up to a maximum of \$51.00 per day, plus 54.5 cents per mile mileage reimbursement if the Superintendent is traveling from outside the District. During this transition period, the Superintendent will be a temporary employee of the District and will not be entitled to participate in employee insurance programs, retirement plans, or other benefits.

Initialed by Superintendent: RI

Initialed by Board President: EB

ADDENDUM TO SUPERINTENDENT'S CONTRACT

Relocation/Moving Expense Reimbursement

The District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent's family and personal possessions, up to a maximum of Three thousand, two hundred Dollars (\$3,200.00). The Superintendent shall document all expenses with receipts, cancelled checks, and/or credit card statements.

Initialed by Superintendent: RA

Initialed by Board President: EB