
SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF VAL VERDE §

This Superintendent's Employment Contract ("Contract" or "Agreement") is made and entered into by and between the Board of Trustees (the "Board") of the San Felipe-Del Rio Consolidated Independent School District (the "District") and Dr. Carlos Rios ("Superintendent"), as authorized by actions of the Board taken on March 27, 2023. This Contract supersedes any and all prior written contracts related to the Superintendent's employment.

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established, and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree, as follows:

1.1 Term. The Board hereby continues to employ the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term commencing on July 01, 2023 and ending on December 31, 2026. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

2.1 Duties. The Superintendent shall serve as the chief executive of the District, performing his duties with reasonable care, diligence, skill and expertise. It shall be the specific, and where required by law or Board Policy, the delegated duty of the Superintendent, to recommend to the Board employment of all professional employees of the District; to employ all other personnel of the District; to direct, assign, reassign, and evaluate all employees of the District; to organize, reorganize, and arrange the staff of the District; to develop and establish administrative procedures, regulations, and rules necessary for the efficient and effective operation of the District; to accept all resignations of employees of the District (except the Superintendent's resignation); to perform other duties required by law and Policies, as such Policies exist or may hereafter be amended; and to comply with all lawful Board directives or assignments, which directives and assignments shall be appropriate to and consistent with the Superintendent's professional role and responsibilities.

2.2 Professional Certification. The Superintendent shall, at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a Superintendent by the State of Texas, and issued by the State Board for Educator Certification, and all other certificates required by law. Failure to maintain such certification will render this Contract null and void.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without his express written consent.

2.4 Board Meetings. The Superintendent shall attend, and shall be permitted to 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 salary and benefits, as set forth in this Contract, or the Superintendent's evaluation. In the event of the Superintendent's illness, or upon approval of the Board President, the Superintendent's designee shall attend such meetings.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall direct and refer all substantive criticisms, complaints, and suggestions called to the Board's individual or collective attention to the appropriate District complaint or grievance Board Policy, and shall inform the Superintendent of such criticism, complaint or suggestion for study and appropriate action.

2.6 Legal Defense. The Board contracts that the District shall provide a legal defense to the Superintendent in connection with any and all demands, claims, suits, actions, or any legal proceedings brought against the Superintendent, in his individual capacity, or in his official capacity, providing the incident(s) which is the basis of any claim or lawsuit arose while the Superintendent was acting within Board Policy and law, and within the course and scope of his employment with the District. The District may provide such legal defense for the Superintendent through the purchase of insurance coverage. The District's obligation to provide a legal defense to the Superintendent under this paragraph survives the termination of this Contract to the extent any claims arise from events that occurred during the Superintendent's employment.

3.1 Salary. The District shall provide the Superintendent an annual salary in the sum of TWO HUNDRED TWENTY-FOUR THOUSAND THIRTY-SIX AND NO/100 DOLLARS (\$224,036.00). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's Policies and regular payroll schedule.

3.2 TRS Supplement. The District shall supplement the Superintendent's annual salary through the term of this Contract by an amount equal to the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System required for the Superintendent, including the employee and TRS-care contributions. This additional salary supplement shall be paid to the Superintendent in accordance with its regular payroll schedule and shall be reported as compensation by the District for the purposes of the Texas Teacher Retirement System.

3.3 Insurance. The District shall pay the premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health plan provided by the District for its administrative employees. The District shall provide insurance premiums for the Superintendent in the greatest amount of insurance coverage available to District employees under these insurance plans but shall not pay insurance premiums for members of the Superintendent's family.

3.4 Vacation, Holiday and Personal Leave. The Superintendent may take the same number of days of vacation authorized by Policies adopted by the Board for administrative employees on 12-month contracts. The vacation days taken by the

Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties, as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board Policies for administrative employees on 12-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board Policies for administrative employees on 12-month contracts.

Superintendent leave days accrued under this provision will at all times be subject to the accrual provisions in Board Policy and in state law, except that the Superintendent, at his discretion, may utilize any and all accrued but unused leave days to be taken in a single period or at different times during the term of this Contract. At the sole option of the Superintendent, the District shall pay in a lump sum to the Superintendent any accrued but unused local leave days at the Superintendent's daily rate of pay as of the payment date.

3.5 Professional Growth. The Superintendent shall devote his time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through his active attendance at, and participation in, appropriate professional meetings at local, regional, state and national levels. The Board shall encourage the use of data and information sources and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions, or by educational associations, as well as participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and the Board deem appropriate, to attend such seminars, courses, or meetings. During each fiscal year of this Contract the Board will provide in the District's budget a professional development item for the Superintendent's registration, travel, meals, lodging, and other related professional development expenses. Upon Board approval or budget provision, the District shall pay the Superintendent's dues for membership and participation in such organizations, as deemed necessary, to maintain and improve his professional skills.

3.6 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs that reflect positively on the Superintendent and/or the District. The reasonable expense of such activities, subject to Board approval, shall be borne by the District.

3.7 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside the District in association with the Superintendent's duties. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall provide reasonable evidence of reimbursable expenses in accordance with Board Policies and District procedures.

3.8 Automobile Expense Allowance. The Superintendent shall receive an automobile allowance of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) per month.

3.9 Mobile Phone and Laptop Computer. The District **shall not** provide the Superintendent with a mobile telephone. The Superintendent agrees, during the term of this Contract, to provide for himself, a personal cellular phone to which the District and the Board President shall, at all times, have access. As partial consideration for services under this Contract, the District shall pay for and provide the Superintendent with a laptop computer and Internet access for personal use.

4.1 Development of Goals. The Superintendent shall submit to the Board President, on or before September 1st of the first year of this Contract, and on or before August 1st of each year of this Contract thereafter, a preliminary list of Superintendent Annual Performance Goals for the coming year based on the Board's long-term District Goals. The Superintendent's preliminary Superintendent Annual Performance Goals shall be submitted to the Board to be discussed and refined by the Superintendent and Board in collaborative work sessions. A set of Finalized District Goals shall be agreed to by both the Board and the Superintendent on or before 45 days from the date of the Superintendent's submission of preliminary Superintendent Annual Performance Goals to the Board President. The Finalized Superintendent's Annual Performance Goals shall be reduced to writing and adopted by the Board, and the Superintendent's efforts to achieve, and the achievement of the annual goals, shall be considered when the Superintendent's performance is reviewed and evaluated for the following evaluation cycle.

5.1 Time and Basis of Evaluation. Except when agreed to by the parties, 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 evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description, paragraph 2.1 of this Agreement, the Finalized Superintendent's Annual Performance Goals, and the Board's evaluation instrument. (See paragraphs 4.1 above and 5.2 below).

5.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with this Contract, Board Policies, and law. 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 and/or Finalized Superintendent's Annual Performance Goals, the Superintendent shall be provided a reasonable period of time, not less than 90 days from the Board's adoption of the modifications, and the modified Finalized Superintendent's Annual Performance Goals, to demonstrate expected performance.

5.3 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall, at all times, be conducted in a closed session, and 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.

6.1 Renewal/Nonrenewal. Renewal or nonrenewal of this Contract shall be in accordance with Board Policy and applicable law. The Superintendent shall be entitled to written notice of the reason for the proposed nonrenewal, not later than the 90th day before the last day of the Contract term of the Superintendent's Contract with the District.

7.1 Mutual Agreement. This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

7.2 Retirement, Death or Inability to Perform. This Contract shall be terminated upon the retirement or death of the Superintendent, or the Superintendent's physical or mental inability to perform.

7.3 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of this Contract for good cause, consistent with Board Policy and law.

8.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Val Verde County, Texas, unless otherwise provided by law.

8.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.3 Conflicts. In the event of any conflict between the terms, conditions and provisions of this Contract, and the provisions of the Board's Policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's Policies, or any such permissive law, during the term of this Contract.

8.4 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

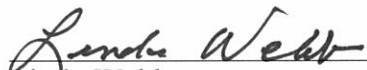
**SAN FELIPE-DEL RIO CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**



Raymond Meza
President, Board of Trustees

Dated: 8-19-23

ATTEST:



Linda Webb
Secretary, Board of Trustees

SUPERINTENDENT



Dr. Carlos Rios

Dated: 8-19-23