

## **ROBSTOWN INDEPENDENT SCHOOL DISTRICT TERM CONTRACT – SUPERINTENDENT**

This Term Contract – Superintendent sets forth the terms and conditions of employment for Dr. Jose Moreno (“Superintendent”) to be employed as the superintendent of Robstown Independent School District (the “District”), acting by and through its Board of Trustees (the “Board”).

### **1. Term of Employment.**

(a) The Board approved the appointment of Superintendent as the superintendent of the District at its duly called Board meeting on August 21, 2018. The duties of Superintendent under this Contract shall commence on August 22, 2018, and continue until June 30, 2021, subject to renewal, non-renewal or termination as provided herein.

(b) The Board may, at its sole discretion, consider extension of this Contract at any time during the Contract term. The Board shall consider an extension of this Contract after completing the Superintendent’s annual evaluation. Failure of the Board to extend this Contract shall not constitute non-renewal under Board policy unless such failure occurs in the final year under this Contract.

(c) Each Contract year shall be from July 1 to June 30. In accordance with the Texas Education Code, the District may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board of Trustees. This Contract will terminate upon a determination by the Board of good cause in accordance with applicable law and Board policy, or upon the Superintendent’s resignation at the end of a school year without penalty, pursuant to the applicable provisions of the Texas Education Code Chapter 21. The Board shall consider renewal or non-renewal of the Superintendents employment with the District in the last year of this Contract. The District may non-renew this Contract only in accordance with Texas Education Code Chapter 21, as applicable, and Board policy.

(d) The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Contract. No property interest, expressed or implied, is created in continued employment beyond the Contract term.

2. **Credentials.** Superintendent shall be certified according to the certification requirements established by the State Board for Educator Certification for the State of Texas. This Contract is conditioned on the Superintendent providing the necessary certification and experience records required for District personnel files or payroll purposes according to Board policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Contract void from its inception. Any knowing or conscious material misrepresentation by the Superintendent related to the Superintendent’s certification shall be good cause for dismissal. If the Superintendent’s certification expires, is canceled, or is revoked, this Contract is void.

3. **Representations.** The Superintendent makes the following representations and agreements:

(a) **Criminal History Review.** At the beginning of this Contract, and at any time during this Contract, Superintendent specifically agrees to submit to a review of his national criminal history record information if required by the District, Texas Education Agency, or the State Board for Educator Certification.

(b) **Beginning of Contract.** Superintendent represents that he has disclosed to the District, in writing any conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c). Superintendent understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.

(c) **During Contract.** Superintendent also represents that, during the term of this Contract, the Superintendent will notify the District, in writing, of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c). Superintendent agrees to provide such notification within seven calendar days or any shorter period specified in Board policy.

(d) **False Statements and Misrepresentations.** Superintendent represents that any required records of information provided in his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by the Superintendent concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

4. **Powers, Duties and Responsibilities.**

(a) The Superintendent shall be the chief executive officer, educational leader and administrative manager of the District and, as such, shall be charged with the responsibilities of performing the duties pertaining to the office of Superintendent, as prescribed by law, this Contract, Board policy, the job description, and lawful Board directives, as they are currently in force and as they may be hereinafter modified or amended from time to time during the term of the Superintendent's employment with the District. Superintendent shall be subject to and comply with the lawfully adopted Board policies, federal and state laws and regulations, the Code of Ethics and Standard Practices for Texas Educators, Texas Professional Standards for Superintendency, and rules and lawful directives of the Board, now in place and as may be modified or amended from time to time during the term of his employment with the District.

(b) The Superintendent shall have the powers and responsibilities necessary to accomplish the efficient administration and supervision of the entire school system. The Superintendent's duties shall include, but shall not necessarily be limited to, those duties as set out in §11.201 of the Texas Education Code, this Contract, Board policy, the official job description for the position, and lawful Board directives, all as may be amended from time to time during the term of the Superintendent's employment with the District, which duties are specifically incorporated herein and made a part hereof. The Superintendent shall perform all duties with reasonable care, skill, and diligence.

(c) In addition to all other rights, duties, and responsibilities conferred on the Superintendent by law, this Contract, Board policy, lawful Board directives, and the job description, the Superintendent shall direct, assign, and reassign the personnel of the school district for the efficient operation and best interest of the school district, including staff for instruction and business affairs. The Superintendent has the sole authority to make recommendations to the Board regarding the selection of personnel. The Board retains final authority for employment of contractual personnel who hold the position above the level of a campus principal. The Board delegates to the Superintendent final authority to employ all other contractual personnel and employ and dismiss all non-contractual personnel on an at-will basis.

(d) The Superintendent shall, from time to time, suggest policy, regulations, rules, and procedures deemed necessary for the well ordering of the school district; and, in general, the Superintendent shall perform all duties incident to the office of the Superintendent, and such other duties as may be lawfully prescribed by the Board. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

(e) 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. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

5. **Reassignment.** The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the District. The Superintendent cannot be reassigned from the position of Superintendent to another position without the mutual express written consent of the Superintendent and the Board.

6. **Criticisms, Complaints and Suggestions.** Apart from processes in Board policy, the Superintendent shall establish and implement an administrative process for addressing informal complaints, criticisms, and suggestions reported to him and/or his administrative staff. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

7. **Evaluation.**

(a) In accordance with state law and Board policy, the Board shall have an evaluation system that provides periodic written evaluations of the Superintendent at annual or more frequent intervals. The Board shall be responsible for establishing an appraisal instrument for the proper evaluation of the Superintendent. The Superintendent shall be involved in developing, selecting, and/or revising the appraisal instrument and process. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems

performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. 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 not to exceed 12 months to demonstrate such expected performance before being evaluated.

(b) At least annually, at a closed session of the Board, the Board shall evaluate the Superintendent and provide him with a copy of the completed evaluation and shall discuss its conclusions with him. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive 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.

8. **Professional Growth and Activities**. The Superintendent shall devote his time, attention and energy to the direction and supervision of the school system. The Board encourages, however, the continuing professional growth of the Superintendent through his participation, as the Board and he might decide in light of his responsibilities as Superintendent, in:

(a) the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations;

(b) local, state, and national conferences, seminars, and courses offered by public or private institutions, commissions, or committees related to education;

(c) informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters, and reasonable and necessary fees for travel and subsistence expenses, such as gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent.

9. **Annual Performance Goals**. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing 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 annual performance goals.

10. **Salary.** The salary for the Superintendent during the period covered by this Contract shall be based upon a \$165,000.00 annual amount allocated over 226 work days each school year, payable in installments of one-twelfth of the total annual salary according to the monthly pay schedule adopted by the District. Superintendent shall be paid in accordance with the District's standard employee pay schedule for the days actually worked. The District will make deductions from each paycheck for income tax withholding and benefits. The Superintendent agrees that the District may deduct any wage overpayments under this Contract from one or more of the Superintendent's paychecks. The Board may consider an annual salary increase after the completion of the Superintendent's annual evaluation. At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in this paragraph 6.

11. **Expenses.** In addition to the base compensation above, the District agrees to pay to the Superintendent an allowance in the amount of \$450.00 per month during his employment with the District to cover the cost of all reasonable and necessary expenses incurred in the continuing performance of the Superintendent's duties under this Contract. This amount shall be classified as additional salary for payroll tax purposes and covers, but is not limited to, all travel expenses within the District, meals and incidental expenses, and cellular phone expenses. No additional allowance will be paid monthly regardless of actual expenses; however, the District agrees to reimburse Superintendent any other out-of-pocket expenses incurred by him associated with the District's business in the manner provided by Board Policy.

12. **Equipment.** The District shall, in accordance with District policies, provide an iPad, laptop, or other portable device of the Superintendent's selection that the Superintendent may use for District business and incidental personal use as permitted by District policy. Upon separation from employment, all such equipment must be returned to the District.

13. **Benefits.** The Superintendent shall be entitled to all benefits applicable to full-time administrative employees, as are incidental to their employment relationship with the District, including leaves, retirement program, and other applicable administrative employee benefits. The Superintendent shall observe the same District holidays as provided by Board policies for administrative employees on twelve-month contracts. The District shall pay all premiums to enroll and maintain the Superintendent in the same District health insurance plans offered by the District to all District employees. The Board reserves the right, however, to add, amend and/or rescind any of its policies and/or resolutions at any time during the term of this Contract to reduce or increase benefits, at the Board's sole discretion.

14. **Membership in Professional/Service Organizations.** The District shall pay 100% of the charges associated with Superintendent's membership, annual/quarterly summits, and applicable superintendent academies of the American Association of School Administrators and the Texas Association of School Administrators, as well as other professional dues and/or service club/organization dues/fees as the Superintendent and the Board deem necessary to maintain and improve the Superintendent's professional skills and/or benefit the District, as permitted by state law and as approved by the Board in the annual budget.

15. **Professional Liability**. Subject to the applicable limits of Chapter 102 of the Texas Civil Practice & Remedies Code and the obligations of a governmental entity without the establishment of a sinking fund, the District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and/or legal proceedings made or brought by third parties against the Superintendent in his individual capacity and/or in his official capacity as agent and employee of the District; provided, however, that the alleged matter which is the subject of the demand, claim, suit, action and/or legal proceeding arose while the Superintendent was acting within the course and scope of his employment with the District and excluding criminal litigation, and such liability coverage is within the authority of the District to provide under state law; except, however, that in no case shall individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and/or legal proceedings. The Superintendent hereby agrees to fully cooperate with the District and its authorized representatives in the handling and defense of such demands, claims, suits, actions and/or legal proceedings, both during and after the term of employment herein, as may be required by the District. In such case as the District has agreed to defend the Superintendent, the District shall engage counsel of its choosing. The District shall not, however, be required to pay any costs of any proceedings in the event that the Superintendent and the District or the Board have adverse interests in such demand, claim, suit, action and/or legal proceedings, where the alleged conduct or action of the Superintendent is outside the scope of his employment with the District. The provisions of this Section 16 shall survive the termination of this Contract.

16. **Termination of Contract**. The Superintendent's employment with the District may be terminated during the term of this Contract, thereby terminating this Contract, by reason of any of the following:

- (a) Mutual agreement of the parties, upon such terms and conditions as may be mutually agreed upon and are considered to be in the best interests of each party;
- (b) Disability of the Superintendent, as set out below;
- (c) Retirement of the Superintendent under the Teacher Retirement System of Texas;
- (d) Discharge for good cause as determined by the Board and as further set out below;
- (e) Resignation of the Superintendent, as set out below; or
- (f) Death of the Superintendent.

17. **Disability**. Subject to the requirements of the Americans with Disabilities Act and other applicable law, in the event of disability of the Superintendent by illness or incapacity, after the Superintendent's applicable paid leave has been exhausted, compensation to him shall be suspended, but shall be reinstated and prorated after he has returned to employment and undertaken the full discharge of his duties. The District may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other applicable leave as may be available to employees under the Family and Medical Leave Act, state law, and/or other applicable Board policy. If termination is before the end of the Contract term, the District shall follow Chapter 21, subchapter F of the Texas

Education Code. All obligations of the District under this Contract shall cease upon such termination, except as may be otherwise required by law. If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine in the State of Texas, as selected by the Board. The examination shall be done at the expense of the District. The physician shall limit his report to the issue of whether the Superintendent has a continuing physical or mental incapacity preventing performance of the Superintendent's Contract of employment.

18. **Resignation**. The Superintendent may resign and leave the employment of the District at the end of the school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45<sup>th</sup> day before the first day of instruction of the following school year. The Superintendent may resign, with consent of the Board, at any other time.

19. **Discharge for Good Cause**. The Superintendent may be discharged for good cause as determined by the Board before the completion of the term fixed in this Contract in accordance with Texas Education Code, Chapter 21, Board policy, and applicable Texas law. At the termination hearing, if the Superintendent desires counsel, the Superintendent shall employ counsel at his expense. Any appeal from the decision of the Board shall be in accordance with state law and the regulations of the Texas Education Agency. In the event the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

20. **Relocation**. The District agrees to reimburse the Superintendent for expenses incurred by him in connection with his relocation to Robstown, Texas; provide that, such relocation expenses shall in no event exceed the amount of \$5,000.00 in the aggregate. Eligible relocation expenses include the actual, out-of-pocket expenses of moving furniture, household goods and other personal property and any temporary lodging expenses. All such expenses must be approved by the President of the Board of Trustees prior to reimbursement.

21. **Residence**. The Superintendent understands that the District will not impose a requirement that he resides within the boundaries of the District during his tenure as Superintendent; provided that, the Superintendent shall not be reimbursed any mileage or commuting expenses in connection with travel to and from the District's offices and schools.

22. **Notices**. Notices to the District shall be given by delivering or mailing such notice to the administrative offices set forth below or at such other address as the District may designate in writing:

801 N. First Avenue  
Robstown, Texas 78380

Superintendent agrees to keep a current address on file with the District's human resources office. Superintendent agrees that the District may meet any legal obligation it has to give Superintendent written notice regarding Superintendent's employment by hand-delivering the

notice to Superintendent or by sending the notice by certified mail, regular mail, or express delivery service to Superintendent's address of record.

23. **Savings Clause**. No partial invalidity of the Contract shall affect the remainder of this Contract. Any forbearance or indulgence by the District in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the Superintendent to which the same may apply, except by written consent of the Board.

24. **Entire Agreement**. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, of the parties with respect thereto.

25. **Advice of Counsel**. The Superintendent expressly acknowledges that he sought and received advice as he has deemed necessary or appropriate relative to this Contract, including, but not limited to, seeking the advice of legal counsel. Superintendent acknowledges that he has entered this Contract freely and is knowledgeable about and understands the terms and conditions governing this Contract.

26. **Amendment**. This Contract may not be amended except by written agreement of the parties.

27. **Enforceability**. In the event litigation concerning this Contract results in one or more clauses herein to be found invalid, all other provisions of this Contract shall remain as written and be enforceable in accordance with their terms. This Contract shall be enforceable in Nueces County, Texas and Texas law shall govern construction of this Contract.

EXECUTED this 21st day of August, 2018.

ROBSTOWN INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_

Oscar Lopez, Board President

SUPERINTENDENT:

\_\_\_\_\_  
Jose Moreno, Ed.D.