

SUPERINTENDENT EMPLOYMENT CONTRACT

STATE OF TEXAS §

COUNTY OF CAMERON §

THIS AGREEMENT is made and entered into by and between the *Board of Trustees (the "Board")* of the Rio Hondo Independent School District (the "District") and *Ismael Garcia (the "Superintendent")*.

For and in consideration of the terms stated in this contract the *Board* and the *Superintendent* do hereby agree as follows:

1. The *Board* hereby employs the *Superintendent*, and the *Superintendent* hereby accepts employment, on a 12-month basis for a three (3) year period, beginning September 10, 2018, and ending **June 30, 2020**.
2. This Agreement is conditioned on the *Superintendent* satisfactorily holding and providing the necessary certification and experience records, medical records, and other records required by law, district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to hold or to provide the necessary records shall render this Agreement void. Any material misrepresentation by the *Superintendent* relating to these records shall be grounds for dismissal for cause.
3. The *Superintendent* shall perform the duties of Superintendent of Schools for the District as prescribed by state law, the job description, and as may be assigned by the *Board* in accordance with Board policy. The *Superintendent* shall perform those duties with reasonable care, skill, and diligence. The *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.
4. The *Superintendent* agrees to devote his time, skill, labor, and attention to performing his duties, and only with prior written consent of the *Board* may undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the *Superintendent's* professional responsibilities to the District. The *Board* shall not unreasonably withhold its consent.

SALARY, EXPENSES AND BENEFITS

5. The **Board** agrees to pay the **Superintendent** an annual salary and other compensation as follows:
 - (a) The District shall provide the **Superintendent** with an annual salary in the sum of ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00). This annual salary shall be paid to the **Superintendent** in installments, consistent with the **Board's** policies.
 - (b) At any time during the term of this Agreement, the **Board** may, in its 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 Section 5(a) of this Agreement.
 - (c) Other Benefits: The **Superintendent** shall receive benefits afforded to other professional employees of the District. This shall include, but is not limited to, the District's "longevity stipend" and "Master's Degree stipend", or any other benefit available to professional or administrative staff. Any future improvement in benefits that may be authorized by the Board for other professional employees will also be provided to the Superintendent.
 - (d) Professional Development. The **Board** 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 the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the **Superintendent** to perform the **Superintendent's** 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. The District does hereby agree to provide in the District's budget during the term of this Contract for the benefit of the **Superintendent**, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses. Reasonable fees and costs will be paid by the District for the **Superintendent's** membership and participation in organizations related to his professional development and civic responsibilities. The **Superintendent** is encouraged to participate in both professional and civic organizations that expand his growth and his involvement in the community.

Expenses

Except as otherwise provided below, the District agrees to pay or reimburse the *Superintendent* for reasonable expenses directly incurred by the *Superintendent* in the continuing performance of the *Superintendent's* duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the *Superintendent* for travel; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental cars, and other expenses incurred in the performance of the business of the District. The *Superintendent* shall comply with all procedures and documentation requirements in accordance with Board policy.

Local Travel

The *Superintendent* will **not** be reimbursed for **local travel** other than a per diem expense for meals and/or actual costs for hotel accommodations for overnight stays required in the continuing performance of the *Superintendent's* duties under this Agreement. Local travel shall mean trips originating and ending in Cameron, Willacy, and Hidalgo counties.

Summer Excess Days

The *Superintendent* shall be paid any summer excess days that exceed the 226 contract period worked on a per annual basis at the superintendent's annual per diem pay rate as established by this contract.

Vacations, Holidays, and Sick Leave

The *Superintendent* may take, at the *Superintendent's* choice, the same number of days of vacation authorized by policies adopted by the *Board* for administrative employees on 12-month contracts, the days to be in a single period or at different times. 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 Agreement. 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 number of illness benefits and leave as authorized by the Board policies for administrative employees on 12-month contracts. At the time of separation, *Superintendent* shall be reimbursed for each day of unused local leave, to a maximum of 30 days, at the superintendent's annual per diem pay rate as established by this contract.

ADDITIONAL TERMS OF AGREEMENT

6. The *Superintendent* cannot be reassigned from the position of *Superintendent* to another position without the *Superintendent's* consent.

Superintendent Employment Contract

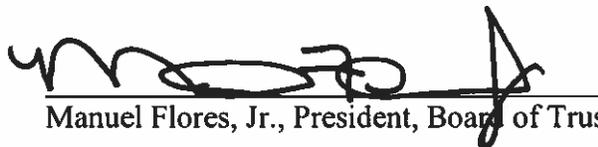
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7. The **Board** shall evaluate and assess in writing the **Superintendent's** performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state law.
8. The Board may dismiss the **Superintendent** at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy.
9. This Agreement shall be terminated upon the death of the **Superintendent** or upon the **Superintendent's** retirement under the Teacher Retirement System of Texas.
10. A determination by the **Board** that a consolidation of the District with one or more other school districts requires that the contract of the **Superintendent** be terminated during the term shall constitute good cause for dismissal.
11. The **Superintendent** and the **Board** may agree in writing to modify or to terminate this Agreement pursuant to any mutually agreed-upon terms and conditions.
12. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
13. At any time during the contract term, the **Board** may, in its discretion, extend the contract for an additional term of any length. Failure to extend the contract for an additional term shall not constitute nonrenewal under Board policy.
14. The **Superintendent** may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the **Board**. The resignation must be addressed to the **Board** and filed not later the 45th day before the first day of instruction of the following school year. The **Superintendent** may resign, with the consent of the Board, at any other time.
15. The **Board** has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
16. In the event any one or more of the provisions contained in this Agreement 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 Agreement 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 **Superintendent** have been superseded by this Agreement.
17. In the event that the **Superintendent** desires to retire prior to the end of the term of this contract, the **Superintendent** agrees to give the **Board** written notice of his intent

to retire at least one hundred and eighty (180) calendar days prior to the intended date of retirement. Such written notice shall be deemed given on the date it is delivered to the President of the Board of Trustees.

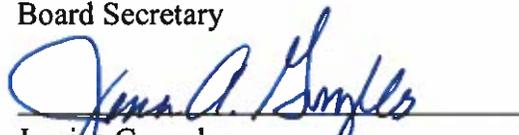
18. This offer will expire unless signed and returned to the *Board* or its authorized representative by 5:00 p.m. the 14th day of September, 2018.

Signed this 12 day of September, 2018.


Manuel Flores, Jr., President, Board of Trustees


Ismael Garcia, Superintendent

ATTEST: Board Secretary


Jessica Gonzales