

Date given to Superintendent: 3/11/2020  
Date returned by Superintendent: 3/11/2020

STATE OF TEXAS                   §  
   §  
COUNTY OF PRESIDIO         §

### SUPERINTENDENT'S TERM CONTRACT

The BOARD OF TRUSTEES ("Board") of the MARFA INDEPENDENT SCHOOL DISTRICT ("MISD") and OSCAR AGUERO ("Superintendent") pursuant to Section 11.201 of the Texas Education Code agree to the following terms and conditions of employment as Superintendent for MISD.

#### I. Term

- 1.1 The Superintendent shall be employed on a 12-month basis, for a term of 1 years, commencing on February 24, 2020 and ending on June 30, 2022. This contract is for 237 contract days within a year, including ten (10) "non-duty" days under this contract.
- 1.2 MISD may be action of the Board, and with the consent of the Superintendent, extend the term of this term contract.
- 1.3 The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this term contract. No property interest, express or implied, is created in continued employment beyond the contract term.

#### II. Employment

- 2.1 Duties. The Superintendent is the educational leader and chief executive of the district and shall faithfully perform the duties of the Superintendent of Schools for the MISD, as pre scribed buy Texas law and in the adopted job description and as may be assigned by action of the Board, and shall comply with all Board directives, state and federal laws, district policy, rules and regulations as they exist or may hereafter be amended. The Superintendent shall perform the duties of the Superintendent of Schools for the MISD with reasonable care, diligence, skill, and expertise and shall devote substantially all of his time, skill, labor, and attention to his employment and the performance of these duties during the term of this term contract.
- 2.2 Professional Certification. The Superintendent shall at all times during employment by MISD hold a valid certificate require of a superintendent by the State of Texas and issued by the Texas Education Agency or the State

Board of Educator Certification and all other certificates require by law. The Superintendent represents that he has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history record check, and his employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.

- 2.3 Reassignment. The Board may reassign the Superintendent to another position only if the Superintendent expressly consents in writing or is afforded notice and an opportunity for a hearing.
- 2.4 Board Meetings. The Superintendent shall attend all meetings of the Board, both open to the public and closed, unless a majority of the Board determines that the Superintendent should be excluded. The Superintendent generally shall be excluded from all or a portion of those closed meetings devoted to the consideration of any matter regarding the Superintendent's employment, the Superintendent's salary and benefits, and the Superintendent's evaluation and from those closed meetings devoted to interpersonal relationship between individual Board members.

### **III. Compensation and Benefits**

- 3.1 Salary. During the first year of the contract, the MISD shall provide the Superintendent with an annual salary not less than \$97,500. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Boards policies.
- 3.2 Salary Adjustments. The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity and general economic conditions. Such adjustments, if any, shall be effective on July 1 following approval of the adjustment and shall be in the form of a written addendum to this term contract or a new contract shall be issued.
- 3.3 Leave Benefit. The Superintendent shall observe the same leave benefits as provided by Board policy for 12-month administrative employees of the District. The Superintendent shall be subject to the leave policies applicable to all employees as stated in adopted Board policy.
- 3.4 Insurance. MISD shall pay the same amount to provide the health and medical insurance available to all MISD employees.
- 3.5 Residence in District. The Superintendent shall be provided a residence by the District for which he will pay monthly rate totaling \$600.00.
- 3.6 Professional Organizations. The cost of membership of two professional organizations shall be borne by MISD.

#### **IV. Annual Performance Goals**

- 4.1 Development of Goals. The Superintendent, with the Board of Trustees, shall develop and submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the MISD. The goals approved by the Board shall at all times be memorialized in writing and reflected in Board minutes and the Superintendent's annual written evaluation and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

#### **V. Review of Performance**

- 5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent in accordance with District policy. The evaluation and assessment shall be reasonably related to the duties of the Superintendent. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. The evaluation of the Superintendent shall at all times be conducted in closed meeting.
- 5.2 Evaluation Format and Procedure. The evaluation format and procedure shall be adopted by the Board.

#### **VI. Renewal or Nonrenewal of Term Contract**

- 6.1 Renewal/Nonrenewal. Contract renewal or nonrenewal shall be in accordance with Board policy and Section 21.212 of the Texas Education Code. It is expressly agreed by the parties that "loss of confidence in the Superintendent by the Board" shall be a valid ground for nonrenewal pursuant to Section 21.212 of the Texas Education Code.
- 6.2 Appeal. If the Superintendent is aggrieved by the Board's decision, he may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21 of the Texas Education Code.

#### **VII. Termination of Contract**

- 7.1 Mutual Agreement. This term contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.
- 7.2 Resignation. 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 no later than the 45<sup>th</sup> day before the first day of instruction of the following school year.

- 7.3 Retirement or Death. This term contract shall be terminated upon the retirement or death of the Superintendent.
- 7.4 Termination or Suspension Without Pay Procedures. In the event that the Board proposes to terminate this term contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies and Subchapter F, Chapter 21 of the Texas Education Code.

### **VIII. Miscellaneous**

- 8.1 Controlling Law. This term contract shall be governed by the laws of the State of Texas and shall be performed in Presidio County, Texas unless otherwise provided by law.
- 8.2 Complete Agreement. This term contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent are superseded by this term contract, and this term contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this term contract.
- 8.3 Conflicts. In the event of any conflict between the terms, conditions and provisions of this term contract and the provisions of the Board's policies or any permissive State or federal law, the terms of this contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.
- 8.4 Savings Clause. In the event any one or more of the provisions contained in this term contract, shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this term contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

EXECUTED at the City of Marfa, Presidio County, Texas, this 24th day of February, 2020, pursuant to action of the Board of Trustees at a meeting held on February 24, 2020 for which there was a properly posted agenda that included an item related to employment of a Superintendent.

MARFA INDEPENDENT SCHOOL DISTRICT

BY:

Katie Price Fowlkes  
President, Board of Trustees

ATTEST:

[Signature]  
Board Secretary

[Signature]  
Superintendent

