

STATE OF TEXAS
COUNTY OF FRIO

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SUPERINTENDENT CONTRACT

This Contract is entered into between the Board of Trustees (the "Board") of DILLEY INDEPENDENT SCHOOL DISTRICT (the "District") and Dr. Emilio P. Castro (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 August 4, 2020 and ending August 3, 2023. 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 or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history records 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. The Superintendent agrees to provide such notification in writing within seven 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 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 or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
 - 5.1 **Salary:** One Hundred Ten Thousand, Four Hundred Fifty Dollars (\$110,450.00) per year. This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies and calendar for employees on a 226 day-work schedule. The Board may revisit the issue of compensation at any time but at no time shall the Superintendent be paid less than \$110,450.00.
 - (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, 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 **Benefits:** The District shall provide 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.

- a) **Expenses.** 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 hotels and accommodations, meals, rental car, 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 policies. Additionally, the District shall reimburse the Superintendent for Housing costs at an amount of Eight Thousand Four-Hundred Dollars (\$8,400.00) a year. This amount will be provided as a monthly housing stipend at an amount of Seven Hundred Dollars (\$700.00).
- b) **Health Insurance/Annuities.** The district shall provide the Superintendent with insurance and benefits it provides for all professional employees on a 226-day contract. In addition the District shall provide the superintendent with a monthly stipend of Five Hundred dollars (\$500.00) which the Superintendent may use at his sole discretion to purchase any/or all of the following products: individual or family health or dental insurance, disability insurance, life insurance, annuities or other retirement savings or investments. Selection and management of investments and insurance products should be at the sole discretion of the Superintendent.
- c) **Housing.** The District shall provide the Superintendent the District's house at a cost of (\$700.00) Seven Hundred Dollars to be paid every month by the Superintendent until the Superintendent gives one month notice that he will vacate the house. The Superintendent shall be responsible for all utilities and the District shall pay for maintenance and repairs associated with the housing. The Superintendent must receive Board approval before making any improvements to the home. Any improvements made to the home using the Superintendent's own funds will become property of the District.
- d) **Travel Allowance:** The District shall provide the Superintendent with a car/travel allowance of Two Hundred and Eight Dollars and 33/100 (\$208.33) a month. The Superintendent shall receive no other compensation or reimbursement for travel within the District. The District shall compensate/reimburse the Superintendent for all travel to and from points outside of the District as per District policy and practices. Hotel and meal allowance shall be allocated as per district policy.

- e) **Phone Allowance:** The District shall provide a monthly stipend of One Hundred Dollars (\$100.00) to be used as a technology allowance.
 - f) **Vacations, Holiday, 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 twelve-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 twelve-month contracts. The Superintendent is hereby Granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts. The Superintendent shall notify the Board President when he intends to take any kind of leave and will not be able to be reached by phone or by any other means of communication.
 - g) **Professional Growth.** The Superintendent may attend and participate in appropriate professional meetings, courses, and seminars at the local, state and national level, with the consent of the Board. The District agrees to pay the dues and fees for the Superintendent to join four professional organizations of his choice, as approved by the Board.
 - h) **Transition Pay.** The District shall pay the Superintendent the daily rate of Four Hundred Eighty-Seven Dollars 61/00 (\$487.61) for days worked by the Superintendent before the start of the contract on August 3, 2020.
6. **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 evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description. The evaluation shall be held in closed session for the purpose of evaluation of the performance of the Superintendent. The evaluation format and procedure shall comply with board policy and state law.
7. **Goals.** The Board shall provide the superintendent with periodic opportunities to discuss the Superintendent-Board relationship. 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 be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The goals approved by the Board shall be specific, definitive, and measurable.

8. **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.
9. **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.
10. **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.
11. **General Provisions.**
 - 11.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
 - 11.2 **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.
 - 11.3 **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.
 - 11.4 **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 the county in which the District's administration building is located. 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.
 - 11.5 **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.
 - 11.6 **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.
12. **Notices.**

12.1 **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.

12.2 **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 Dr. Emilio P. Castro: 

Date signed: 8/4/2020

Dilley Independent School District

By: 

Aida Chapa

President, Board of Trustees

Date signed: _____