

## **TORNILLO INDEPENDENT SCHOOL DISTRICT EMPLOYMENT CONTRACT OF SUPERINTENDENT**

This Employment Contract of Superintendent (this "**Contract**") is made and entered into effective as of **October 24, 2017** between the **TORNILLO INDEPENDENT SCHOOL DISTRICT**, El Paso County, Texas ("**School District**") and **ROSA ISELA VEGA-BARRIO** as Superintendent (the "**Superintendent**").

1. **Employment.** The School District hereby employs Superintendent as Superintendent of Schools pursuant to the terms and conditions set forth herein and Superintendent hereby accepts the employment. The Superintendent cannot be re-assigned from the position of Superintendent to another position without the Superintendent's express written consent.

2. **Term.** The term of this Contract shall be for two (2) years commencing on **October 24, 2017**, and concluding on **October 24, 2019**. The term of this Contract may be extended for one or more years within the limits provided by law, provided that any extension is agreed upon by the parties and evidenced by a written amendment to this Contract or a new Contract. The School District has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the Contract term.

3. **Duties.** Superintendent shall faithfully perform all duties of the position of Superintendent of the School District in accordance with School District policies and applicable laws, and shall be the educational leader and chief executive officer of the School District. Superintendent shall comply with and perform any duties or obligations required under the Tornillo Independent School District Board of Trustees ("**Board**") directives, policies, regulations or state law, and such other duties or requirements as from time assigned or directed by the Board of Trustees of the School District. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent, her contract and board policy. The Superintendent shall perform the duties of the Superintendent of Schools for the School District with reasonable care, diligence, skill and expertise and shall devote her full and exclusive time, skill, labor, and attention necessary to efficiently facilitate the successful operation of the School District during the term of this term contract. Superintendent shall have the further duty to direct, assign, re-assign and evaluate all employees, organize, re-organize and arrange staff, establish administrative regulations, rules and procedures.

4. **Professional Certification; Waiver; and Representations.** The Board and School District do hereby acknowledge that the Superintendent is not currently certified as a superintendent. The Superintendent does hereby agree to immediately pursue a valid certificate required to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board of Educator Certification, and all other certificates required by law. The Superintendent shall have until **October 24, 2019**, to obtain a valid superintendent certificate. Pending the issuance of said certificate, Superintendent shall obtain and maintain a waiver from the Texas Commissioner of Education to act as a superintendent. The Superintendent shall maintain and furnish to the Board evidence of her maintaining Texas Superintendent's certification throughout the life of this Contract. Failure to maintain the necessary certification shall render this Contract void, and any material misrepresentations in any records provided to the School District may be grounds for termination.

A. **Professional Certification.** Once Superintendent Certification is obtained in conformance with Paragraph 4 above, 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 or Texas Education Agency, and all other certificates required by law. In the event the Superintendent shall not hold and maintain a valid certificate required of a Superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency, or shall lose such certificate, this Contract shall be null and void, and School District shall no longer be obligated hereunder.

B. **Representation.** Superintendent represents that any records or information provided in connection with her employment are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required record may be grounds for termination or nonrenewal, as applicable.

C. **Criminal History.** Superintendent acknowledges that a criminal history record acceptable to the School District, at its discretion, is a condition precedent to this 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 to a guilty plea or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing or in accordance with applicable Board policy.

5. **Compensation and Benefits.**

A. **Salary.** Superintendent shall be paid an annual Salary of \$119,500.00 during the term of this Contract subject to any increases as the School District and Superintendent may agree in writing, which shall be paid in twelve monthly installments.

B. **Travel Expenses.** The School District shall reimburse the Superintendent for reasonable expenses incurred in the continuing performance of the duties under this Contract for travel to destinations outside of El Paso County, Texas. The School District shall pay actual and incidental costs incurred by Superintendent for such travel, such costs may include, but not be limited to, gasoline, airline transportation, hotels and accommodations, meals, rental car and other expenses reasonably incurred in the performance of the business of the School District. The Superintendent shall comply with all procedures and documentation requirements in accordance with School District policies.

C. **Health Insurance.** The School District shall pay the premiums for and provide health benefits covering the Superintendent under the School District's health program equivalent to the health benefits provided by the School District to all of its full-time professional employees. The Superintendent shall be entitled to any additional health or insurance benefits as provided by the School District to professional employees.

D. **Annual Physical Examination.** The Superintendent shall undergo a full annual physical examination performed by a licensed physician selected by the Superintendent. The Superintendent shall notify the Board of the results of the physical examination verifying the Superintendent's fitness to perform the Superintendent's duties.

E. **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of such activities, subject to Board approval, shall be borne by the School District.

F. **Professional Meetings and Growth.** The Superintendent shall devote her full and exclusive time, attention and energy to the successful direction, administration and supervision of the School District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public and private institutions or by educational associations, as well as the participation and 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 to the School District. In its encouragement of the Superintendent to grow professionally, the School District shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and the Board deem appropriate, to attend seminars, courses or meetings. The School District shall use its best efforts to provide in the School District budget sufficient sums for such professional development by the Superintendent.

G. **Professional Dues.** The School District shall pay for the Superintendent's membership dues for the Texas Association of School Administrators. The School District may pay for other memberships if the Board deems it in the interest of the School District.

H. **Time.** Except as expressly provided in this Agreement, the Superintendent shall devote her full and exclusive time and attention to the successful performance of duties required under this Contract. For purposes of this Contract, full-time shall mean a 227 day school year. The Superintendent shall be entitled to all holidays each year as established by the School District for twelve month-227 day employees of the School District. The Superintendent shall be entitled to personal leave days each year in accordance with School District policies and applicable state law, and these may be accumulated from year to year as provided by the policies of the School District. The Superintendent shall be entitled to the appropriate number of nonworking days as afforded to twelve month-227 day employees on an annual basis and these days may be accumulated and carried forward in accordance with School District policies.

I. **Computer.** The School District shall provide to the Superintendent a desktop computer and laptop/tablet, for the Superintendent's professional and incidental personal use.

J. **Sick Leave.** The Superintendent shall accrue state and local sick leave in accordance with applicable state law and Board policy.

## 6. **Indemnification; Liability Insurance.**

A. **Indemnification; Defense of Litigation.** To the extent allowed by applicable law, the School District shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual

capacity or official capacity as agent and Superintendent of the School District, provided the incident arose while Superintendent was acting within the course and scope of her employment. Such indemnification shall not cover any acts which are criminal, intentional violations of law or policy, or which arose due to actions of Superintendent not within the course and scope of her employment. If conflict exists with respect to the defense of any claim between the legal position of the Superintendent and the legal position of the School District, the Superintendent may engage independent counsel. The School District shall not be obligated to pay the legal fees of Superintendent in the event the Superintendent presents a claim against the School District or commences litigation against the School District. In no event shall the School District be liable to expend any funds or take any actions in violation of applicable state law.

B. **Liability Insurance.** In the event the School District obtains a liability insurance policy covering the School District, the Board of Trustees and the employees of the School District, the School District shall also maintain such liability insurance coverage for the Superintendent under such policy. This provision shall not require the School District to maintain such insurance coverage for the Superintendent unless such policy is obtained to cover the Board of Trustees, the School District and other Superintendents.

C. **Survival.** The provisions of this paragraph 6 shall survive the termination of this Contract.

7. **Evaluation of Superintendent.** The School District shall evaluate and assess the performance of Superintendent in accordance with School District policies. The Board of Trustees of the School District, with advice from the Superintendent, may develop a form for the written evaluation and assessment of the Superintendent's performance. The evaluation of the Superintendent shall at all times be conducted in closed session and shall be deemed confidential, to the extent permitted by state law. Nothing shall prohibit the Board or the Superintendent from sharing the contents of the Superintendent's evaluation with their respective legal counsel.

## 8. **Board/Superintendent Relations.**

A. **Board Meetings.** The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed sessions, with the exception of those closed sessions devoted to any action or lack of action on the Superintendent's Contract, the Superintendent's salary or benefits set forth in the Contract, the Superintendent's evaluation, or to discuss interpersonal relationships between individual Board members or Board members and the Superintendent. The Board reserves the right to direct the Superintendent to be excused from any executive session that it deems in the best interest of the School District. The Superintendent shall serve as an ex-officio member of all Board and citizen committees. The Superintendent shall provide administrative recommendations on each item of business considered by the Board of Trustees or any Board committee.

B. **Criticisms, Complaints and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints and suggestions called to a Board member's attention or the attention of the entire Board to the Superintendent to study and take appropriate action. The Superintendent shall investigate such matters and inform the entire Board of the results of such efforts.

C. **Performance Goals.** The Superintendent shall submit to the Board each year, at such time designated by the Board, a preliminary list of performance goals for the District. The goals approved by the Board shall at all times be specific, definitive, measurable, and reduced to writing. These performance goals shall be among the criteria for which the Superintendent's performance is reviewed and evaluated.

9. **Renewal/Nonrenewal.** Renewal or nonrenewal of the Superintendent's Contract shall be in accordance with Board policy and applicable law.

10. **Termination of Employment Contract.** This Contract may be terminated prior to the end of its term for the following reasons: (i) mutual written agreement of the parties, (ii) retirement or death of the Superintendent, or (iii) discharge of the Superintendent for good cause. In the event the School District proposes to terminate this Contract based on discharge for good cause, the School District shall provide written notice to the Superintendent and afford the Superintendent all rights as set forth in Board policies and applicable state and federal law.

A. **Dismissal for Good Cause.** The Board may suspend or dismiss the Superintendent during the term of this Contract for good cause as that term is applied under Texas law. The term "good cause" includes but is not limited to:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract.
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Convicted of driving while intoxicated;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;

- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality: Conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification;
- (q) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or
- (r) Failure to achieve reasonable goals set by the Board with input from the Superintendent, where such failure is not due to reasons beyond the Superintendent's control.
- (s) Any charge levied against the Superintendent by a law enforcement entity, TEA, SBEC or other regulatory agency or entity accusing the Superintendent of unlawful, unethical or unprofessional conduct; or
- (t) Any other reason constituting "good cause" under Texas law.

B. **Unilateral Termination.** The Superintendent does hereby agree that the Board can unilaterally terminate this Contract without cause under the following conditions: (a) if more than one year remains on the term of this Agreement or any extended term, a unanimous vote by the Board of Trustees on a motion expressly referring to this Section 10(B) shall be required. In the event of a unilateral termination by the Board as provided in this Section 10(B), the District does hereby agree to pay the Superintendent one full year of the dollar value of Base Salary due under this Contract; (b) if less than one year remains on the term of this Agreement, whether extended or not, a majority vote by the Board of Trustees on a motion expressly referring to this Section 10(B) shall be required. In the event of a unilateral termination by the Board as provided in this Section 10(B), the District does hereby agree to pay the Superintendent the dollar value of Base Salary due on the remaining term under this Contract. Any payment under these provisions

shall be made to the Superintendent in a payment or payments as directed by him, in his sole discretion, not less than thirty (30) days from the date the Board votes unilaterally to terminate the Superintendent. In order to determine the value for the balance of salary due under the remaining term of the Contract, the Superintendent may select, at the District's cost, any one of the three largest accounting firms in El Paso that is not performing work for the District, and this determination will be the final basis for the payments established in this section and shall be binding upon both the Superintendent and the District.

C. **Termination Procedure.** In the event that the Board proposes to terminate this Contract for good cause, the Superintendent shall be afforded the rights as set forth in the Board's policies and applicable state and federal law.

D. **Nonrenewal of Contract.** Nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

E. **Resignation of Superintendent.** 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 than the 45<sup>th</sup> 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.

11. **Miscellaneous.**

A. **Entire Agreement.** This Contract constitutes the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

B. **Governing Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in El Paso County, Texas.

C. **Amendment.** This Contract may not be amended except by written agreement of the parties dated subsequent to the date hereof.

D. **Conflicts.** In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board policies, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board policies.

E. **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 provisions thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. **Counterparts.** This Contract is being executed in a number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument.

**EXECUTED** as of the date first shown above in El Paso County, Texas.

**SCHOOL DISTRICT:**

**TORNILLO INDEPENDENT  
SCHOOL DISTRICT**

By:

  
**MARLENE BULLARD**  
**PRESIDENT, BOARD OF TRUSTEES**

**ATTEST:**

  
**OFELIA BOSQUEZ, SECRETARY**  
**BOARD OF TRUSTEES**

**SUPERINTENDENT:**

  
**ROSA ISELA VEGA-BARRIO**

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## Superintendent Certification Addendum

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The Board of Trustees ("Board") of **TORNILLO INDEPENDENT SCHOOL DISTRICT** ("District") and **ROSA ISELA VEGA-BARRIO** (the "Superintendent") hereby enter into this Superintendent Certification Addendum to the Employment Contract of Superintendent ("the Contract"), as follows:

The Superintendent acknowledges that: (1) she does not hold an endorsement, supplemental certificate, or standard certificate issued by the State Board for Educator Certification ("SBEC") for the superintendent assignment; and (2) she holds a temporary permit/waiver of superintendent certificate and principal's certification.

The Contract is subject to the Superintendent's becoming and remaining certified as a superintendent as follows:

— The Superintendent must provide to the Board by **October 24, 2019** documentation that the Superintendent has passed all parts of the exam necessary for standard certification, supplemental certification, or endorsement for the superintendent assignment;

The Superintendent agrees to satisfy the condition(s) indicated above by the date(s) specified. If the Superintendent fails to do so, the Contract is void and the Superintendent's execution of this addendum will serve as an irrevocable tender of the Superintendent's resignation from all employment with the District. The signature below by the Board President constitutes the Board's acceptance of the Superintendent's resignation.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent: \_\_\_\_\_

Date signed: 10/24/17

Tornillo Independent School District

By: \_\_\_\_\_  
President, Board of Trustees

Date signed: 10/24/17

ATTEST:

\_\_\_\_\_  
Ofelia Bosquez, Secretary  
Board of Trustees