

SUPERINTENDENT EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Superintendent Employment Contract ("Contract") is made and entered by and between the **Weslaco Independent School District** (referred to herein as "District") and **Dr. Priscilla Canales** (referred to as "Superintendent").

NOW, THEREFORE, the District and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 21.212 of the Texas Education Code, have agreed, as follows:

I. Term

1.1 Employment. At a duly called school board meeting held on November 21, 2016, the Board, by and on behalf of the District, offered to employ the Superintendent, and the Superintendent accepted employment as Superintendent of Schools for the District for a term of commencing on December 1, 2016 and ending June 30, 2020. At a duly called board meeting held on March 20, 2018, the Board offered, and the Superintendent by execution of this Contract, accepts an extension of this Superintendent Employment Contract term through **June 30, 2021**. The District may, by action of the Board, and with consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

II. Employment

2.1 Professional Certification and Records. The 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 in regards to the necessary certification or experience records shall be good cause for dismissal. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

2.2 Background Check: At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

2.3 Notice of Events. 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 three (3) calendar days of the event or any shorter period specified in Board policy.

2.4 False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with her employment application process 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.

2.5 Reassignment. The Superintendent is employed solely to perform the duties of Superintendent of Schools for the District, and may not be reassigned from the position of Superintendent to another position in the District except by mutual written agreement of the parties.

2.6 Liability Insurance. The District affords the Board of Trustees and employees

insurance liability coverage for errors and omissions. The District shall extend the maximum coverage to the Superintendent afforded to the Board of Trustees and/or employees at the time of the execution of this Contract for actions or inaction occurring during the performance of this Contract even if a claim is brought after the expiration of the Contract. The District further agrees that the liability coverage provided to the Superintendent shall not be reduced or discontinued during the term of this Contract without the express written consent of the Superintendent.

2.7 Residence in Weslaco. As a condition of employment with the Weslaco Independent School District and at all times while employed by the District, the Superintendent shall reside within the boundaries of the District in Weslaco, Texas.

III. Duties

3.1 The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform her duties as follows:

a. 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.

b. Standard: Except as otherwise permitted by this Contract, the Superintendent agrees to devote her full time and energy to the performance of her duties. The Superintendent shall perform 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.

3.2 Board Meetings. Unless the Board directs Superintendent otherwise in writing under circumstances where the Superintendent has been placed on administrative leave, 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 Contract or the Superintendent's salary and benefits as set forth in this 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. There may also be times when the Board and the Superintendent mutually agree that it is appropriate for the Superintendent not to attend a Board meeting or a portion of a Board meeting. In that case, the Superintendent will be excused from attending the meeting or portion of the meeting. In the event of illness or Board-approved absence, the District's administrative designee mutually agreed upon by the Board and Superintendent shall attend such meetings.

3.3 Criticisms, Complaints and Suggestions. The Board, individually and collectively, is encouraged to refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or investigate such matters and shall within a reasonable time inform the Board of the results of such action or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

IV. Compensation

4.1 Salary. Through June 30, 2018, the District shall provide the Superintendent with compensation in equal monthly installments based upon an annual salary of Two Hundred Thirty Six Thousand, Four Hundred Dollars (\$236,400.00). In consideration of the Superintendent's agreement to extend the Contract term as referenced in Paragraph 1.1, the Board authorizes a Three percent (3%) raise in the Superintendent's compensation beginning on July 1, 2018. Commencing July 1, 2018, the District shall

compensate the Superintendent in equal monthly installments based upon an annual salary of Two Hundred Forty Three Thousand Four Hundred Ninety Two Dollars (\$243,492.00).

4.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent. Except as provided below, the Superintendent shall not be paid less than the salary set forth in Section 4.1 of this Contract. In the event of an agreed adjustment of the salary of the Superintendent, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Education Code Sections 21.4021 and/or 21.4032.

(a) Widespread Salary Reduction. If the Board declares a financial exigency and 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. Once the exigent financial conditions of the District making a widespread salary reduction necessary no longer exist, the Superintendent's annual salary shall return to the sum set forth in Section 4.1 of this Contract.

(b) Furlough. If the Board declares a financial exigency and 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 temporarily reduced in proportion to the number of furlough days.

4.3 Other Benefits. The District shall provide as additional benefits the following:

(a) Health Insurance. The Superintendent shall receive the same health insurance coverage benefits as all other twelve-month administrative employees of the District.

(b) Community & Civic Organizations. The Superintendent is encouraged to participate in community and civic affairs including the chamber of commerce, civic clubs and educational organizations. The District shall reimburse the Superintendent for membership dues and meal assessments, if any, in the Chamber of Commerce and up to four civic clubs of the Superintendent's choice. Participation in governmental committees shall require the pre-approval of the Board of Trustees.

(c) Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. However, the District is not responsible for, and the Superintendent shall not seek, reimbursement or costs for mileage, fuel, or vehicle usage for travel destinations within the boundaries of the Region One Education Service Area. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

(d) Vacation, Holiday and Leave. The Superintendent may take, at the Superintendent's choice, with advance notice to the Board, the same number of days of vacation authorized by policies adopted by the Board for administration employees on twelve-month contracts, the days to be in 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 Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administration employees on twelve-month contracts. The Superintendent is hereby granted the same sick leave benefits as authorized by Board policies for administration employees on twelve-month contracts. When utilizing leave, the Superintendent must adhere to the same practices, procedures and policies as all other District

employees.

(e) Professional Growth. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institution or by educational associations, as well as the participation in informal 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 shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as any other memberships approved by the Board necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership. Expenditures for the Superintendent's professional development and growth shall not exceed the budget adopted for that purpose by the Board of Trustees without prior approval of the Board of Trustees.

V. Review of Performance

5.1 Development of Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. After the Superintendent consults with the Board President on time to meet with full Board, the Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its

approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") 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 District Goals.

5.2 Time and Basis for 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 Superintendent's evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description, in law and in Board Policy, and the District's progress towards accomplishing the District Goals. The Evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in the evaluation instrument specific 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 of time (no less than three (3) months) to demonstrate such expected performance before being evaluated, unless this time frame is waived in writing by the Superintendent.

5.3 Confidentiality. Unless the Superintendent expressly requests in writing, the

formal 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 formal evaluation with their respective legal counsel.

VI. Suspension, Non-renewal & Termination

6.1 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.

6.2 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. The Board may dismiss the Superintendent during the term of the Contract for good cause.

6.3 Termination Procedure. In the event that 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.

VII. Miscellaneous

7.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and venue shall be in Hidalgo County, Texas.

7.2 Amendment. This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

7.3 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 provision thereof, and this Contract shall be construed as if such invalid, illegal, or enforceable provision had

never been contained herein. All existing agreements and employment of the Superintendent are superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of the Contract.

7.4 Conflicts. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

7.5 Acceptance. This offer shall expire unless signed and returned to the District Board of Trustees or its authorized representative by **April 20, 2018**.

EXECUTED this, the 17th day of April, 2018.

WESLACO INDEPENDENT SCHOOL DISTRICT



Erasmo Lopez, Board President

SUPERINTENDENT OF SCHOOLS



Dr. Priscilla Canales

ATTEST:



Isidoro Nieto, Board Secretary