

ZAPATA COUNTY INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF ZAPATA §

1. THIS IS A CONTRACT between ZAPATA COUNTY INDEPENDENT SCHOOL DISTRICT, hereinafter sometimes also referred to as "ZCISD," by and through its Board of Trustees, hereinafter sometimes also referred to as "Board," and CARLOS GONZALEZ, hereinafter sometimes also referred to as "Superintendent." ZCISD, the Board, and the Superintendent are also hereinafter referred to individually as "party" and collectively as "parties."

WITNESSETH:

2. WHEREAS, the Board desires to provide CARLOS GONZALEZ with a written employment contract to employ him as Superintendent of Schools for ZCISD and set out the terms and conditions of his employment with ZCISD;

3. NOW, THEREFORE, and for the considerations hereinafter specified, the parties hereby agree as follows:

TERM AND OFFICE

4. ZCISD, as recorded in the minutes of the official meeting of the Board held on January 4, 2017, does hereby employ CARLOS GONZALEZ as Superintendent for a term of three (3) years and six (6) months, beginning **January 4, 2017** and ending **on June 30, 2020.**

5. The Board may in its discretion consider extension of this contract at any time during the contract term. The Board shall consider an extension of this contract after completing the Superintendent's annual evaluation. Failure of the Board to extend this contract shall not constitute nonrenewal under Board policy.

6. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this contract. No property interest, express or implied, is created in continued employment beyond the contract term.

RENEWAL AND NON-RENEWAL OF EMPLOYMENT

7. The Board shall consider renewal or nonrenewal of the Superintendent's employment with ZCISD in the last year of the Superintendent's contract of employment. Non-renewal of employment shall be subject to and comply with the applicable provisions contained in Subchapter E (*Term Contracts*), of Chapter 21, Subtitle D, Title 2, of the Texas Education Code, and Board policy.

CERTIFICATION

8. 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 ZCISD 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 material misrepresentation shall be good cause for dismissal. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

9. REPRESENTATIONS. The Superintendent makes the following representations:

9.1 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 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.

9.2 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 (7) calendar days of the event or any shorter period specified in Board policy.

9.3 False Statements and Misrepresentations: The Superintendent represents that any records or information provided in connection with his 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.

POWERS, DUTIES AND RESPONSIBILITIES

10. The Superintendent shall be the chief executive officer, educational leader and administrative manager of ZCISD and, as such, shall be charged with the responsibilities of performing the duties pertaining to the office of Superintendent, as prescribed by law, this contract, Board policy, the job description, and lawful Board

directive, as is currently in force and as may be hereinafter modified or amended from time to time during the term of the Superintendent's employment with ZCISD. The Superintendent shall be subject to and comply with the lawfully adopted Board policies, federal and state laws and regulations, the Code of Ethics and Standard Practices for Texas Educators, Texas Professional Standards for Superintendency, and rules and lawful directives of the Board, now in place and as may be modified or amended from time to time during the term of his employment with ZCISD.

11. The Superintendent shall have the powers and responsibilities necessary to accomplish the efficient administration and supervision of the entire school system. The Superintendent's duties shall include, but shall not necessarily be limited to, those duties as set out in §11.201 of the Texas Education Code, this contract, Board policy, the official job description for the position, and lawful Board directives, all as may be amended from time to time during the term of the Superintendent's employment with ZCISD, which duties are specifically incorporated herein and made a part hereof. The Superintendent shall perform all duties with reasonable care, skill, and diligence.

12. In addition to all other rights, duties and responsibilities conferred on the Superintendent by law, this contract, Board policy and lawful Board directive, and the job description, the Superintendent shall direct, assign, and reassign the personnel of the school district for the efficient operation and best interest of the school district, including staff for instruction and business affairs. The Superintendent has the sole authority to make recommendations to the Board regarding the selection of personnel. The Board retains final authority for employment of contractual personnel who hold the position of assistant principal or above. The Board delegates to the Superintendent

final authority to employ all other contractual personnel and employ and dismiss all noncontractual personnel on an at-will basis.

13. The Superintendent shall, from time to time, suggest policy, regulations, rules and procedures deemed necessary for the well ordering of the school district; and, in general, the Superintendent shall perform all duties incident to the office of the Superintendent, and such other duties as may be prescribed by the Board.

REASSIGNMENT

14. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the ZCISD. The Superintendent cannot be reassigned from the position of Superintendent to another position without the mutual express written consent of the Superintendent and the Board.

CRITICISM, COMPLAINT AND SUGGESTION

15. Apart from processes in Board policy, the Superintendent shall establish and implement an administrative process for addressing informal complaints, criticisms and suggestions reported to him and/or his administrative staff. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

RESIDENCY

16. The Superintendent shall reside within the geographical boundaries of ZCISD.

EVALUATION OF SUPERINTENDENT

17. In accordance with State law and Board policy, the Board shall have an evaluation system that provides periodic written evaluations of the Superintendent at annual or more frequent intervals. The Board shall be responsible for establishing an appraisal instrument for the proper evaluation of the Superintendent. The Superintendent shall be involved in developing, selecting, and/or revising the appraisal instrument and process.

18. At least annually, at a closed executive session of the Board, the Board shall evaluate the Superintendent and provide him with a copy of the completed evaluation and shall discuss its conclusions with him.

PROFESSIONAL GROWTH AND OUTSIDE ACTIVITIES

19. The Superintendent shall devote his time, attention and energy to the direction and supervision of the school system. The Board encourages, however, the continuing professional growth of the Superintendent through his participation, as the Board and he might decide in light of his responsibilities as Superintendent, in:

- the operations, programs, conferences and other activities conducted or sponsored by local, State and national school administrator and/or school board associations;
- local, state and national conferences, seminars and courses offered by public or private institutions, commissions or committees related to education;
- informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the

Superintendent to perform his professional responsibilities
for ZCISD.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters, and reasonable and necessary fees for travel and subsistence expenses, such as gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Board shall have to formally approve at a District Board Meeting any matter described in this section, being section 19, of the Contract.

ANNUAL PERFORMANCE GOALS

20. 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 at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

COMPENSATION

21. Effective upon the beginning of this contract's term, the Superintendent shall receive, as Compensation for his employment with ZCISD, an annual salary of ONE HUNDRED AND THIRTY THREE THOUSAND DOLLARS (\$133,000.00) (payable in installments of one-twelfth (1/12) of the total annual salary on the last work day of each month for his services rendered during the preceding month or in accordance with the schedule of salary payments in effect for other certified employees, at the option of the Superintendent).

22. The Board shall consider an annual salary increase after completing the Superintendent's annual evaluation.

23. At any time during the term of this contract, the Board may, in its sole 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 paragraph 21.

BUSINESS EXPENSES

24. In addition to the base compensation reflected in Paragraph 21, the Superintendent will receive ONE THOUSAND DOLLARS (\$1,000.00) as an allowance per month during the Superintendent's employment with the ZCISD to cover the cost of all reasonable and necessary expenses incurred in the continuing performance of the Superintendent's duties under this contract. This amount shall be classified as salary. This allowance covers, but is not limited to, all travel expenses within the ZCISD, meals and incidental expenses, cellular phone expenses, and home Internet and telephone service. No more allowance will be paid monthly regardless of actual expenses except however Superintendent shall be reimbursed for travel outside of the District area in accordance with Board Policy, as permitted by State law and as approved by the Board in the annual budget. The Superintendent shall cooperate with ZCISD external auditors so that the external auditors can perform a complete audit of the Superintendent's expenses on a yearly basis, or as otherwise directed by the Board, and report the audit results to the Board.

25. During the Superintendent's employment with the ZCISD, the ZCISD shall, in accordance with District policies, provide a Microsoft Surface Pro that the Superintendent may use in his home office strictly for District business. Upon separation from employment, all such equipment must be returned to the District in accordance with District policies.

LEAVE AND VACATION

26. The Superintendent shall be entitled to all the leave benefits applicable to twelve-month administrative employees, as are incident to their employment relationship with ZCISD and as are provided for by District policy.

27. The Superintendent may take, at the Superintendent's choice, subject to the Board President's approval, 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 must 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.

28. The Superintendent shall observe the same District holidays as provided by Board policies for administrative employees on twelve-month contracts.

29. If, at the end of a particular school year, the Superintendent has accrued unused non-contract days, he may request payment for such accrued benefits based upon a ratio of the then current annual salary rate (at the daily rate of the Superintendent's base salary) divided by 226 days, and the District shall make payment as salary, to a maximum of ten (10) days.

INSURANCE

30. The Superintendent shall be entitled to all benefits applicable to full-time administrative employees, as are incidental to their employment relationship with the District, including leaves, retirement program, and other applicable administrative employee benefits. ZCISD shall pay all premiums to enroll and maintain the Superintendent in the same ZCISD health insurance plans offered by ZCISD to all

ZCISD employees. The Board reserves the right, however, to add, amend and/or rescind any of its policies and/or resolutions at any time during the term of this Contract to reduce or increase ZCISD benefits, at the Board's sole discretion.

MEMBERSHIP IN PROFESSIONAL/SERVICE ORGANIZATIONS

31. ZCISD shall pay 100% of the charges associated with Superintendent's membership, annual/quarterly summits, and applicable superintendent academies of the American Association of School Administrators and the Texas Association of School Administrators, as well as other professional dues and/or service club/organization dues/fees as the Superintendent and the Board deem necessary to maintain and improve the Superintendent's professional skills and/or benefit ZCISD, as permitted by State law and as approved by the Board in the annual budget.

PROFESSIONAL LIABILITY

32. ZCISD shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and/or legal proceedings made or brought by third parties against the Superintendent in his individual capacity and/or in his official capacity as agent and employee of ZCISD; provided, however, that the alleged matter which is the subject of the demand, claim, suit, action and/or legal proceeding arose while the Superintendent was acting within the course and scope of his employment with ZCISD and excluding criminal litigation, and such liability coverage is within the authority of ZCISD to provide under State law; except, however, that in no case shall individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and/or legal proceedings. The Superintendent hereby agrees to fully cooperate with ZCISD and its

authorized representatives in the handling and defense of such demands, claims, suits, actions and/or legal proceedings, both during and after the term of employment herein, as may be required by ZCISD. In such case as ZCISD has agreed to defend the Superintendent, ZCISD shall engage counsel of its choosing. ZCISD shall not, however, be required to pay any costs of any proceedings in the event that the Superintendent and ZCISD or the Board have adverse interests in such demand, claim, suit, action and/or legal proceedings, where the alleged conduct or action of the Superintendent is outside the scope of his employment with ZCISD.

TERMINATION OF EMPLOYMENT DURING TERM

33. The Superintendent's employment with ZCISD may be terminated during the term of this contract, thereby terminating this contract, by reason of any of the following:

- Mutual agreement of the parties, upon such terms and conditions as may be mutually agreed upon and are considered to be in the best interests of each party;
- Disability of the Superintendent, as herein below set out;
- Retirement of the Superintendent under the Teacher Retirement System of Texas;
- Discharge for good cause as determined by the Board and as further set out below;
- Resignation of the Superintendent, as herein below set out; or
- Death of the Superintendent.

DISABILITY BY ILLNESS OR INCAPACITY

34. Subject to the requirements of the Americans With Disabilities Act and other applicable law, in the event of disability of the Superintendent by illness or incapacity, after the Superintendent's applicable paid leave has been exhausted, compensation to him shall be suspended, but shall be reinstated and prorated after he has returned to employment and undertaken the full discharge of his duties. ZCISD may terminate this contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other applicable leave as may be available to employees under the Family and Medical Leave Act, state law, and/or other applicable ZCISD policy. If termination is before the end of the contract term, the district shall employ Chapter 21, subchapter F of the Texas Education Code. All obligations of ZCISD under this contract shall cease upon such termination, except as may be otherwise required by law. If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine in the State of Texas, as selected by the Superintendent. The examination shall be done at the expense of ZCISD. The physician shall limit his report to the issue of whether the Superintendent has a continuing physical or mental incapacity preventing performance of the Superintendent's contract of employment.

35. The Superintendent shall annually undergo a comprehensive medical examination, at ZCISD's expense, by a physician acceptable to both the Board and the Superintendent. The physician shall submit a statement to the Board certifying that the Superintendent is able to perform his duties under this contract. This certification shall

be filed with the President of the Board and shall be confidential to the extent permitted by law. This contract is contingent on the Superintendent's ability to perform the duties hereunder.

RESIGNATION

36. The Superintendent may resign and leave the employment of the ZCISD at the end of the 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 45th day before the first day of instruction of the following school year. The Superintendent may resign, with consent of the Board, at any other time.

TERMINATION FOR GOOD CAUSE

37. The Superintendent may be discharged for good cause as determined by the Board before the completion of the term fixed in this contract in accordance with Texas Education Code, Chapter 21, and Board policy. At the termination hearing, if the Superintendent desires counsel, the Superintendent shall employ counsel at his expense. Any appeal from the decision of the Board shall be in accordance with State law and the regulations of the Texas Education Agency. In the event 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.

SAVINGS CLAUSE

38. No partial invalidity of the contract shall affect the remainder, forbearance or indulgence by ZCISD in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the Superintendent to which the same may apply, except by written consent of the Board.

MOVING EXPENSES

39. ZCISD shall pay the Superintendent a one-time stipend in the amount of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) for all expenses associated with moving the Superintendent, his family and belongings to Zapata, Texas.

MISCELLANEOUS

40. All previously existing agreements and contracts, oral or written, between the parties hereto respecting the employment of the Superintendent have been merged within this agreement, and this contract constitutes the entire agreement between the parties. This contract may not be amended except by written agreement of the parties.

41. Superintendent expressly acknowledges that he sought and received advice as he has deemed necessary or appropriate relative to this contract, including, but not limited to, seeking the advice of legal counsel. Superintendent acknowledges that he has entered this contract freely and is knowledgeable about and understands the terms and conditions governing this contract.

42. Texas law shall govern construction of this contract.


43. This Contract shall be governed by the laws of the State of Texas and shall be performable in Zapata County, Texas, unless otherwise provided by law.

44. 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.

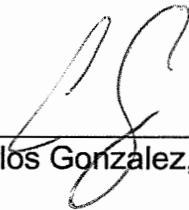
45. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

EXECUTED in duplicate originals this 4th day of January 4, 2017.

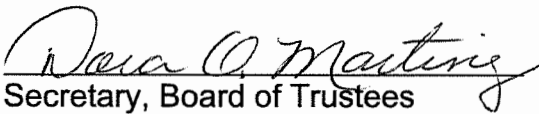
**ZAPATA COUNTY INDEPENDENT
SCHOOL DISTRICT**

By: 

President, Board of Trustees

By: 

Carlos Gonzalez, Superintendent

By: 

Secretary, Board of Trustees