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## Superintendent Term Contract

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This Contract is entered into between the Board of Trustees (the "Board") of ANTHONY INDEPENDENT SCHOOL DISTRICT (the "District") and Oscar Troncoso (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 June 4, 2019 and ending June 4, 2022. 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 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.
  - 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, other than routine traffic citations. The Superintendent agrees to provide such notification in writing within three 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 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 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 as are lawful 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 full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended. The Superintendent may not accept any employment with any other entity, and may not accept any financial benefit for performing personal services for any other entity, without specific approval by the Board on a case-by-case basis in an open meeting. Under no circumstances may the Superintendent accept any employment with, or financial benefit from, or perform any personal services for, any business entity that conducts or solicits business with the District.

5. **Compensation.**

5.1. **Salary:**

The District shall pay the Superintendent an annual salary as follows: One hundred twenty thousand and no/100 (\$ 120,000.00) per year for the first year of the Contract term. The Board may adjust the Superintendent's salary for the remaining years of the Contract term, provided that the annual salary shall not be less than the salary for the first year.

(a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, 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. **Communications Allowance.** The School District shall pay Superintendent the sum of \$100.00 per month as an allowance for cellular telephone or other communications device. The Superintendent shall maintain a personal account with a cellular telephone company and shall not open an account in the name of the School District. The Superintendent shall have total responsibility for payment of his personal account and the School District shall have no obligation or responsibility relating to the cellular telephone account.

5.3. **Health Benefits.** The School District shall pay the premiums for and provide health benefits covering the Superintendent under the School District's health program, which is TRS Active Care. The Superintendent shall be entitled to any additional health or other related benefits provided by the School District to professional employees.

- 5.4. **Use of School District Vehicle; Travel Expenses within El Paso County.** The Superintendent will be entitled to use a School District vehicle for travel within El Paso County. The Superintendent shall have priority on the use of the vehicle except when it is needed for school purposes. To the extent the vehicle is not available for Superintendent's use for travel within El Paso County, the Superintendent may be reimbursed for reasonable expenses in accordance with the normal policies and procedures of the School District.
- 5.5. **Travel Expenses for Travel Outside of El Paso County.** 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.
- 5.6. **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.
- 5.7. **Professional Meetings and Growth.** The Superintendent shall devote his 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's budget sufficient sums for such professional development by the Superintendent.
- 5.8. **Professional Dues.** The School District shall pay for the Superintendent's membership dues for the American Association of School Administrators and 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.
- 5.9. **Time.** Except as expressly provided in this Agreement, the Superintendent shall devote his 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 226-day school year. The Superintendent shall be entitled to all holidays each year as established by the School District for twelve month-226 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 or reimbursed to the extent 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-226 day employees on an annual basis.

- 5.10. **Computer.** The School District shall provide to the Superintendent a desktop computer or a laptop computer, at the Superintendent's election, for the Superintendent's professional and incidental personal use.
- 5.11. **Leave.** The Superintendent shall accrue state and local leave in accordance with applicable state law and Board policy.
- 5.12. **Benefits.** The District shall provide such other 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.

**6. Indemnification; Liability Insurance.**

- 6.1. **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 his 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 his 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 his employment. 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 or federal law.
- 6.2. **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 employees.
- 6.3. **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, and in accordance with applicable law and Board policies, 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.**
  - 8.1. **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 whenever deemed in the best interest of the School District. The Superintendent shall serve as an ex-officio member of all Board and citizen committees, except as otherwise directed by the Board. The Superintendent shall provide administrative recommendations on each item of business considered by the Board of Trustees or any Board committee.
  - 8.2. **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.
  - 8.3. **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.
  - 8.4. **Superintendent's Reports.** The Superintendent shall advise the Board President or, in his absence, a Board officer whenever the Superintendent will be out of town and advise which administrator the Superintendent has left in charge. The Superintendent shall provide a report on a quarterly basis to the Board of the Superintendent's expenditures for out of School District travel.
9. **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 under and pursuant to applicable Texas law.
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 in El Paso County, Texas. 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.
- 11.7. **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.
- 11.8. **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.

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:

*[Handwritten Signature]*

Date signed:

5/13/19

Anthony Independent School District

By:

*[Handwritten Signature]*  
President, Board of Trustees

Date signed:

5-13-2019