

**SUPERINTENDENT’S  
CONTRACT**

**THE STATE OF TEXAS**     §  
   §  
**COUNTY OF DALLAS**     §

This contract of employment (“Contract”) is made and entered into on the date last written below by and between the Board of Trustees of Mesquite Independent School District (“MISD” or the “District”) and Dr. Ángel Rivera (“Superintendent”), effective July 1, 2024.

**WITNESSETH:**

1.     **Employment.** MISD hereby employs Superintendent as Superintendent of Public Schools in and for MISD. This Contract shall supersede all previous contracts and agreements between the parties.

2.     **Duties of Superintendent.** Superintendent shall, in consideration of the salary stipulated herein, perform the duties and responsibilities of Superintendent in accordance with reasonable performance indicators, based upon generally accepted educational standards in similar school districts in the State of Texas, which may be adopted by MISD from time to time, and which performance meets expectations, in accordance with the duties as required by this Contract, the school laws of the State of Texas and such rules, regulations and policies as may be promulgated by MISD. Superintendent shall, at all times during the Term of this Contract, meet MISD and State qualifications, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency, as well as such other certificates as may be required by law.

Any determination that Superintendent’s performance does not meet expectations or constitutes a significant problem shall be based upon actual evidence of such deficiency. No action shall be taken against Superintendent as a result of his performance not meeting

expectations or because same represents a significant problem unless MISD first notifies Superintendent of its complaint and Superintendent is given a reasonable opportunity to cure such deficiency.

3. **Reassignment.** During the Term of this Contract, Superintendent may not be reassigned from the position of Superintendent to another position without Superintendent's express, prior, written consent.

4. **Termination.** Superintendent shall not ask for a release from this Contract without first obtaining the prior written consent of MISD. MISD may dismiss Superintendent during the Term of this Contract only for good cause. For the purposes of this Contract, "good cause" shall mean:

- a. conviction of a felony or other crime involving moral turpitude;
- b. violation of the terms of this Contract;
- c. failure of Superintendent to hold and maintain valid certificates required by the State of Texas;
- d. disability, not otherwise protected by law, that impairs performance of the required duties of superintendent for a continuous period in excess of six (6) months;
- e. retirement or death of Superintendent; or
- f. the mutual agreement of Superintendent and the Board of Trustees to terminate this Contract.

5. **Term.** Superintendent is hereby employed for three (3) additional school years, beginning July 1, 2024, and ending June 30, 2027.

6. **Salary.** As compensation for Superintendent's services, MISD agrees to pay Superintendent a minimum annual salary of \$345,000.00. During the Term of this Contract, Superintendent's salary may not be reduced below the amount set out in this paragraph. The

annual salary to be paid Superintendent each year shall be paid in twelve (12) equal monthly installments. Monthly salary payments to Superintendent during the Term of this Contract will be paid in accordance with the District's payroll periods.

7. **Vacation and Other Benefits.** Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the District, including but not limited to the vacation and illness benefits and leaves, and other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits. In addition to the number of vacation days to which 12-month administrative employees are entitled, Superintendent shall be entitled to five (5) additional vacation days per year. If Superintendent has not used his accrued vacation days by December 31, at the District's next pay period, the District shall pay to Superintendent, at Superintendent's daily rate of pay, a lump sum payment for any accrued but unused vacation days, provided Superintendent used no fewer than seven (7) vacation days for the period accrued. The maximum number of unused vacation days that may be paid out is eight (8) per year. Accrued but unused vacation days that are not paid in accordance with this section will be forfeited and will not rollover to the next year. The daily rate shall be calculated by dividing by 226 Superintendent's Salary and District supplement to the Texas Teacher Retirement System ("TRS").

The District shall pay the premiums for group health and hospitalization, vision and dental coverage under plans selected by Superintendent from the District's group benefit plans for the Superintendent and Superintendent's children (to the extent Superintendent's children remain eligible for coverage under the District's group benefit plans). Enrollment and coverage under such plans shall be at the discretion of Superintendent according to the

terms of the plans as they now exist or may hereafter be amended.

8. **Automobile Expenses.** MISD shall provide Superintendent with an automobile allowance in the total sum of \$1,300.00 per month.

9. **Expenses.** MISD shall pay or reimburse Superintendent for reasonable expenses incurred in attending approved professional meetings and conferences and for other reasonable expenses essential to the discharge of his assigned duties.

10. **Professional Legal Liability Insurance.** MISD shall obtain, and pay premiums for, a Policy of Professional Legal Liability Insurance with coverage in the sum of \$1,000,000. Superintendent shall be named as the insured in the policy of Professional Legal Liability Insurance.

11. **Other Benefits.** In addition to the other compensation and benefits set forth in this Contract, MISD agrees to provide Superintendent the following other benefits at no cost to Superintendent: the annual premium toward the purchase of a \$1,000,000 Term Life Insurance policy on the life of Superintendent, with Superintendent having the sole right to determine the beneficiary(ies); the cost of an annual physical with, or at, physicians, clinics, or hospitals of Superintendent's choice; and reimbursement for all cost and charges associated with the acquisition and use of a mobile telephone by Superintendent. MISD agrees to make available to Superintendent a computer and peripheral equipment for home use to facilitate fulfillment of the duties required under this Contract.

- a. Beginning on or before December 31, 2024, and on or before each December 31st thereafter during the Term, including any extensions thereof, the District shall contribute to the Supplemental Retirement Plan an amount equal to 100 percent of the contribution limit for a 403(b) plan under Section 415(c) of the Internal

Revenue Code (the "Code") as indexed each year, including the age 50 catch-up, if applicable. If the Contract is terminated for any reason prior to December 31st of a year in which the contribution under this section has not been made, the District shall make the contribution on or before the date of Contract termination.

The Supplemental Retirement Plan shall consist of an employer paid 403(b) plan, a 457(b) deferred compensation plan and a 401(a) defined contribution plan. Any payments to the Supplemental Retirement Plan as provided in this Contract shall be made as employer paid non-elective contributions to the plans unless such payments exceed the limits under the Code, as described herein. Contributions to the Supplemental Retirement Plan shall first be made to a Board paid plan established under Section 403(b) of the Code. To the extent that such contribution exceeds the employer paid contribution limit under the Code for a 403(b) plan, then the contribution shall be made to a 457(b) deferred compensation plan. To the extent that the remaining contribution exceeds the contribution limit for a 457(b) deferred compensation plan, the remaining contribution shall be made to a defined contribution plan established under Section 401(a) of the Code. To the extent that the remaining contribution exceeds the contribution limit for the 401(a) plan, then the Superintendent shall have the right to elect to receive the funds as cash or as an elective deferral to a 403(b) or 457(b) plan.

Each plan shall provide that the contributions made to the plan and all earnings thereon shall at all times be fully vested in the Superintendent. Each of these plans shall be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The

funds for the plans shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan, and such investment vehicles shall be chosen solely by the Superintendent.

- b. The District shall supplement Superintendent's salary by an amount equal to the Superintendent's portion of the monthly member contribution to TRS during the Term of this Contract, including any extensions thereof.

12. **Payment for Unused State and Local Leave Days.** If Superintendent retires prior to the expiration of the Term of this Contract and is not employed by another school district in Texas, the District shall pay Superintendent for all unused state leave days and local leave days. If Superintendent resigns prior to the expiration of the Term of this Contract, the District shall pay Superintendent for all unused local leave days. Payment for unused state and local leave days under this section shall be at Superintendent's then daily rate which shall be determined by calculating Superintendent's salary plus Superintendent's portion of the monthly member contribution to TRS divided by 226.

13. **Retention/Longevity Payment.** To encourage continuity of leadership, upon completion of certain longevity goals ("Milestone Date(s)"), the District shall make a Retention/Longevity payment to Superintendent as additional salary, subject to local, state, and federal withholding. At the time of each Milestone Date, if Superintendent is actively employed by District, a percentage of Superintendent's Retention/Longevity Payment will vest as detailed in the table below. If Superintendent is actively employed by District as of June 30, 2027, Superintendent's Retention/Longevity payment shall be fully vested at 100 percent, and Superintendent shall be paid the full Retention/Longevity payment within 30 days. If, for any reason, Superintendent is not actively employed by District as of June 30, 2027, Superintendent

shall be entitled to a Retention/Longevity payment, provided that he has met one or more of the Milestone Dates, in accordance with the table below. Superintendent shall be entitled to no payment under this paragraph if he is not actively employed as of the June 30, 2025 Milestone Date.

<b>Milestone Date</b>	<b>Amount</b>
June 30, 2025	10% of Annual Base Salary at 33% vested rate
June 30, 2026	10% of 2025 Annual Base Salary at 67% vested rate plus 10% of the 2026 Annual Base Salary vested at 50%
June 30, 2027	10% of 2025 Annual Base Salary at 100% vested rate plus 10% of the 2026 Annual Base Salary vested at 100% plus 10% of Annual Base Salary vested at 100%

14. **Consultant Activity.** To the extent not inconsistent with the duties of Superintendent, the Superintendent may serve as consultant to other school districts, colleges and universities, or educational agencies or groups, lecture, engage in writing activities and speaking engagements, and provide consultation services to private persons, firms, or entities engaged in educational endeavors, and shall be paid and receive reimbursement of expenses by MISD or may be paid an honorarium or fee for such consultant services, in which event MISD shall not be obligated to pay such expenses. Consultation provided by Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law and approved in advance by the Board of Trustees. Superintendent agrees that he will not, during the Term of this Contract, accept any consultation agreements with any person,

firm or entity who has or seeks a contractual relationship with MISD, or who seeks action or inaction by MISD's Board of Trustees without first fully disclosing his relationship to the Board of Trustees and obtaining prior written approval of such relationship by the Board of Trustees. The Board of Trustees agrees to grant Superintendent sufficient release time to engage in the consultation services contemplated by this paragraph, provided, however, that the release time to be provided to Superintendent shall not interfere with the full and complete performance of the duties required of Superintendent under the terms of this Contract. Release time shall be approved by the President of the Board of Trustees prior to use by Superintendent.

15. **Civic Activities.** Superintendent is encouraged to participate in community and civic affairs and to join social and civic clubs in the area. The expense of all such activities shall be paid by MISD.

16. **Personal Protection.** In the event the life or safety of Superintendent, or Superintendent's family, is threatened or otherwise appears in danger due to the performance of Superintendent's professional duties, MISD shall pay all reasonable cost incident to the protection of Superintendent and his family.

17. **Professional Growth Benefits.** Superintendent shall devote Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of Superintendent through Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board encourages the use of data and information sources, the participation of Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations,



and the participation in informational meetings with those individuals whose particular skills, expertise or backgrounds would serve to improve the capacity of Superintendent to perform Superintendent's professional responsibilities for the District. In its encouragement of Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for Superintendent to attend and/or participate in such seminars, courses, or meetings. The District shall pay Superintendent's membership dues in the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve Superintendent's professional skills. MISD shall bear the costs and expenses for any such attendance or membership. In its encouragement of Superintendent to grow professionally, the Board agrees to permit a reasonable amount of release time for Superintendent, as Superintendent and Board deem appropriate, to attend such other seminars, courses, or meetings not otherwise discussed in this paragraph.

18. **Reclassification of Income and/or Expenses.** Superintendent and MISD acknowledge and agree that from time to time the parties may mutually desire to reclassify expenses to income, or vice versa. To the extent that any such reclassification does not require MISD to expend funds in excess of those funds called for under this Contract, the Board of Trustees authorizes the then President of the Board to enter into such reclassification with Superintendent without further action by the Board of Trustees. Any such reclassification shall be reduced to writing, titled *Reclassification of Compensation No. \_\_\_\_\_*, signed by the President of the Board of Trustees and the Superintendent and appended to this Contract. Upon such appendage, same shall become a binding part of this Contract.

19. **Indemnity.** MISD agrees to, and does, indemnify, defend, and hold Superintendent harmless of and from any loss and/or liability of any nature alleged against Superintendent individually, or in his capacity as Superintendent, arising as a result of Superintendent's performance of the duties of Superintendent, provided, however, that this indemnity does not, and shall not, extend to damages resulting from a final determination of commission of an illegal act by Superintendent.

20. **Miscellaneous.**

**Controlling Law.** This Contract shall be governed by the laws of the State of Texas and is performable in Dallas County, Texas.


**Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this 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.

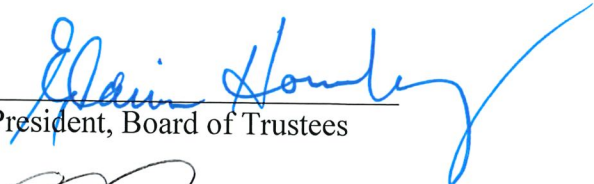
**Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended in writing by agreement of all parties to this Contract.


**Dated: March 4, 2024**

ATTEST:

MESQUITE INDEPENDENT SCHOOL DISTRICT

By:   
Secretary, Board of Trustees

By:   
President, Board of Trustees

  
Ángel Rivera, Ed.D.  
Superintendent