Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of FABENS INDEPENDENT SCHOOL DISTRICT (the "District") and Rogelio Segovia, Ph.D. (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 November 21, 2024 and ending, June 30 2028. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.

2. **Contract Extension.** Beginning in the 2025-2026 school year, the Board may consider extension of this contract each year during the contract term. Failure to reissue the contract for an extended term shall not constitute non-renewal under Board policy.

3. **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.

4. **Representations.** The Superintendent makes the following representations:

   4.1 **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.

   4.2 **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 three calendar days of the event or any shorter period specified in Board policy.

4.3 **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.

5. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his duties as follows:

5.1 **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 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.

5.2 **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 Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended. The parties agree that the Superintendent may continue serve as an Adjunct Professor in the University of Texas at EL Paso College of Education, and as a member of dissertation review committees, but only so long as such work is performed after school hours and/or on weekends, and does not interfere in any way with his performance of his work as Superintendent.

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

5.4 Criticisms, Complaints, and Suggestions. The Superintendent shall establish administrative process for addressing informal complaints, criticisms and suggestions reported to him/his administrative staff. The Board and/or Board members shall promptly refer criticisms, complaints, and

suggestions called to the attention of the Board and/or Board members to the Superintendent for the study and recommendation and/or appropriate response.

6. **Compensation. In determining the Superintendent's daily rate, the Superintendent's compensation should be based on a 226-day administrator contract.** The District shall pay the Superintendent an annual salary as follows:

6.1 **Salary:**

One hundred and fifty thousand dollars ($ 150,000) per year in accordance with the schedule of salary payments in effect for other certified employees.

(a) **Widespread Salary Reduction.** If the Board 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.

(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.

6.2 **Texas Teacher Retirement System.** For performance of Superintendent duties, the District hereby supplements the Superintendent's annual salary in an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System (TRS) beginning on the first day of the term of this Contract and continuing for each payroll during the term of the Contract, including any extension thereof. The supplement shall include both the retirement and TRS-Care part of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid directly to TRS on behalf of the Superintendent to the extent permitted by TRS and law.

6.3 **Salary Adjustments.** At any time during the term of this Contract, the Board may at its discretion, review and adjust the salary of the

Superintendent, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Subsection 6.1 of this Contract except by mutual Agreement of the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract and shall be effective on the July 1 following the Board action.

6.4 **Holidays and Personal Leave.** The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts, and in the absence of such policies, the Superintendent shall observe the same legal holidays as authorized and set forth by the Board annually in connection with the Board's adoption of the District's annual calendar. The Superintendent is hereby granted the same personal leave benefits as authorized by Board Policy DEC (legal) and (local), and/or such other Board policy or policies as may be adopted by the Board from time to time.

The Superintendent shall not take more than three (3) consecutive personal leave days during the school year unless the Superintendent obtains, with reasonable advance notice, the Board President's written approval. The Superintendent shall inform Board President or his designee.

6.5 **Benefits:** The District shall provide 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.

6.6 **Membership in Professional/Service Organizations.** The district shall pay 100% of the District's and/or Superintendent's membership charges to the following organizations:

- Texas Association of School Administrators (TASA)
- Other professional dues and/or service club/organization dues/fees approved by the Board, if the Board deems it in the interest of the School District.

6.7 **Expenses Incurred Outside of El Paso County.** The District agrees to pay the actual and incidental costs incurred by the Superintendent for District business-related travel to destinations outside El Paso County, Texas. Such actual or incidental costs may include, but are not limited to, gasoline,

hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

6.8 **In-County Travel Allowance.** The District shall pay the Superintendent a travel allowance of TWO THOUSAND DOLLARS AND ZERO CENTS ($2000.00) per year, divided in 12 monthly installments of $166.67 each. This allowance shall be paid to the Superintendent consistent with the Board's policies, and this amount includes and shall be in lieu of any mileage expense reimbursement, gasoline, or any other vehicle upkeep charges associated with the Superintendent's travel within El Paso County, Texas.

6.9 **Communications Allowance.** The District shall provide the Superintendent with a communications allowance for expenses, if any, for mobile telephone, PDA, and home internet access expenses in the amount of ONE HUNDRED DOLLARS AND ZERO CENTS ($100.00) per month. The Superintendent shall maintain a personal account for mobile telephone service, PDA, and home internet access ("Personal Accounts") and shall not open an account in the name of the District. Superintendent shall have total responsibility for payment of the Personal Accounts and the Districts shall have no obligation or responsibility related to such personal accounts.

7. **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.

8. **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.

9. **Termination Procedure.** In the event the Board proposes the termination of this Contract for "good cause," the Superintendent shall be afforded all the applicable rights as set forth in the Board's policies, and state and federal law.

10. **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 45th day before the first day of instruction of the following year. The Superintendent may resign, with the consent of the Board, at any other time.

11. **Evaluation of Superintendent**. 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 writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall be performed at least annually and 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. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The evaluation of the Superintendent shall be conducted in closed session and be deemed confidential to the extent permitted by state law. Nothing shall prohibit the Board of the Superintendent from sharing the contents of the Superintendent's evaluation with their respective legal counsel.

The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description, Texas Education Code, Board policy, and annual goals for the District, and shall cover all areas required by law and Board policy.

12. **General Provisions.**

12.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.

12.2 **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.

12.3 **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.

12.4 **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 United States District Court for the Western District of Texas, El Paso Division.

12.5 **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.

12.6 **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.

13. **Notices.**

13.1 **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.

13.2 **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: _____

Date signed: 11/21/24

Fabens Independent School District

By: _____

President, Board of Trustees

Date signed: 11-21-2024