

EMPLOYMENT CONTRACT – SUPERINTENDENT

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

THIS EMPLOYMENT CONTRACT (“Contract”) is made and entered into by and between the Board of Trustees (“Board”) of the SCURRY-ROSSER INDEPENDENT SCHOOL DISTRICT (“District”) and Anthony R. Figueroa (“Superintendent”).

THE BOARD AND THE SUPERINTENDENT, for and in consideration of the terms hereinafter established, and pursuant to Texas Education Code Sections 11.201 and 21.201, et seq., have agreed, and do hereby agree, as follows:

1. TERM

- 1.1 Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent for the District, commencing on January 1, 2025 and ending June 30, 2028. This Contract supersedes all contracts between Superintendent and District for the term stated herein.
- 1.2 Extension of Contract. With the Superintendent’s consent, the Board may substitute and supersede this Contract by issuing a new contract, beginning prior to the end of this Contract term, thereby extending the contact term for one or more years. Such an action shall have the effect of extinguishing this Contract and replacing it with an entirely new Contract. Failure to extend shall not constitute nonrenewal.
- 1.3 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No express or implied property interest, right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contact term.

2. EMPLOYMENT

- 2.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board and shall comply with all lawful Board directives, state and federal law, and District policy, rules, and regulations as they exist or may hereafter be adopted or amended. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with state law, Board Policy, and the professional role and responsibility of the Superintendent.

- 2.2 Standard of Performance. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties. Specifically, it shall be the duty of the Superintendent to recommend for employment all Administrative employees of the District, subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, and evaluate all of the employees of the District, except the Superintendent, consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise, and in a thorough, prompt, and efficient manner.
- 2.3 Professional Certification and Records. This Contract is conditioned on the Superintendent providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or for payroll purposes. The Superintendent shall at all times, during the term of this Contract, hold a valid certificate required of a Superintendent by the State of Texas. If the Superintendent's certification expires, is cancelled, or is revoked, this Contract is void. Any material misrepresentation by the Superintendent in such records may be grounds for dismissal.
- 2.4 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent.
- 2.5 Criticisms, Complaints, and Suggestions. 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.
- 2.6 Criminal History. Superintendent represents that he has disclosed to the Board any arrest that led to any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, misdemeanor (other than Class C traffic ticket), offense involving moral turpitude, or any other offense listed at 19 TEX. ADMIN. CODE § 249.16. The

Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this 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 for any felony, misdemeanor (other than Class C traffic ticket), offense involving moral turpitude, and any other offense as indicated in Policy DH (Local). The Superintendent agrees to provide such notification in writing within seven calendar days of the event.

3. **COMPENSATION**

- 3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$155,000.00). This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies. At any time during the term of this Contract, the Board may, in 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 in Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, 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 legal 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.
- 3.2 **Benefits.** In addition to the benefits expressly set forth herein, the District shall provide benefits to the Superintendent as provided to District employees by state laws and Board policies. The Superintendent shall be entitled to the same group health and hospitalization insurance the District pays for all other District employees. The Board is not providing Superintendent with a technology allowance. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.
- 3.3 **Out-of District Travel Expenses.** The District shall pay or reimburse the Superintendent for reasonable out-of-district travel expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. Such expenses may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, airline tickets, 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.

- 3.4 Vacation, Holidays, Sick Leave. The Superintendent shall receive the same number of vacation days as authorized by Board policy for administrative employees on 12-month contracts, the days to be taken in a single period or at different times. The Superintendent shall observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar and shall be eligible for any leave available to other employees under Board policy, the days to be taken in a single period or at different times. The Superintendent shall schedule vacation and leave days at times that will not substantially interfere with the performance of the Superintendent's duties.
- 3.5 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's reasonable attendance and participation in appropriate professional meetings at the local, regional, state and national levels, as approved by the Board. 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 institutions or by educational associations, as well as the participation in information 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 to attend such seminars, courses, or meetings. The District shall pay for other memberships necessary to maintain and improve the Superintendent's professional skills, subject to Board approval and the District's budget. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership.
- 3.6 Civic Activities, Etc. The Superintendent is encouraged, subject to prior Board approval, to participate in community and civic affairs in accordance with the Board's policies, including the Chamber of Commerce. The expenses of such activities shall be borne by the District.
- 3.7 Outside Consultant Activities, Etc., Benefit. The Superintendent may serve as a consultant and receive a reimbursement of expenses for such consultant services at no expense to the District, subject to prior Board approval. Consultation provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law and shall not

be conducted during times when the Superintendent is providing services to the District.

- 3.8 Indemnification. To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 3.8 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 3.8 shall survive the termination of this Contract.

The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are averse to each other in any such proceedings.

After termination of this Contract, the Superintendent agrees to provide assistance to and cooperate with the District, its Board, Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, Board, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of the Superintendent's employment with the District, at no additional expense to the District other than reimbursement to the Superintendent for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of taking time off from his then current employment to assist the

District at its request. If the Superintendent is not employed at the time, the District shall compensate the Superintendent at his daily rate of pay, calculated by dividing the Superintendent's salary under the Contract by 226. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance. The Superintendent's availability and consultation, under the terms and conditions of this Section, will be subject to any request for consultation not unreasonably interfering with the Superintendent's then-current employment.

4. **REVIEW OF PERFORMANCE**

- 4.1 Development of Goals. The Board shall work collaboratively with the Superintendent each year to prepare a list of goals for the District. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. 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 at least annually 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 always be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.
- 4.2 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and the District's progress towards accomplishing the District Goals.
- 4.3 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall always be conducted in executive session and the evaluation shall be considered confidential under Texas Education Code Section 21.355 to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

- 4.4 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. 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. If 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, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period to demonstrate such expected performance before being evaluated.

5. **RENEWAL/NONRENEWAL**

- 5.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

6. **TERMINATION OF EMPLOYMENT CONTRACT**

- 6.1 Mutual Agreement. This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.
- 6.2 Death, Retirement. This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
- 6.3 Dismissal for Good Cause. In accordance with Texas Education Code chapter 21, the Board may dismiss the Superintendent at any time for good cause.
- 6.4 Termination Procedure. In the event that the Board terminates this Contract for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and in state and federal law.
- 6.5 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.
- 6.6 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.

7. MISCELLANEOUS

- 7.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas, and is fully performable in Kaufman County, Texas.
- 7.2 Complete Agreement. This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties. The Contract supersedes all prior agreements and understandings between the Parties regarding the employment of the Superintendent for the term stated herein.
- 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 unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term stated herein have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.
- 7.4 Conflicts. The Superintendent is subject to the Board's policies, provided however, in the event of a conflict between the express 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.
- 7.5 False Statements and Misrepresentations. You represent that any required records or information in your employment application are true and correct. Any materially false statements, misrepresentations, omissions of requested information, intentionally made, 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.
- 7.6 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.
- 7.7 Notices 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

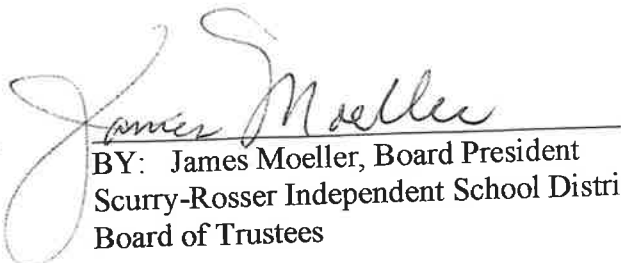
Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

- 7.8 Notice 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.
- 7.9 Residency Requirement. As a material term of this Contract, the Superintendent shall become a resident within the boundaries of the District no later than February 1, 2026. The parties may extend this timeframe upon mutual agreement. Thereafter, during the term of this Agreement, the Superintendent, while employed as Superintendent, shall maintain his residence within the boundaries of the District. Failure of the Superintendent to maintain residency within the boundaries of the District in accordance with this section 7.9 while serving as Superintendent shall constitute "good cause" for the District to terminate this Contract.
- 7.10 District Housing. Upon the termination of the existing lease for the residential property located at [REDACTED] and subject to the Superintendent entering into a lease agreement acceptable to the District, the District grants the Superintendent the right to use the residence located at [REDACTED], Scurry, TX 7158 without the payment of rent.
- 7.11 Relocating/Moving Expenses. The District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent's family and personal possessions up to a maximum of \$3,000.00. The Superintendent shall document all expenses with receipts, canceled checks, or credit card statements. The moving expenses must be incurred and submitted for reimbursement to the District no later than April 1, 2025.

EXECUTED in duplicate originals this 12th day of December 2024.

SUPERINTENDENT:


Anthony R. Figuerba


BY: James Moeller, Board President
Scurry-Rosser Independent School District
Board of Trustees

ATTEST:



BY: Nancy Duggan, Secretary