

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF WILLACY     §

KNOW ALL MEN BY THESE PRESENTS:

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 20th day of August 2024, by and between the Board of Trustees (the "Board") of the RAYMONDVILLE INDEPENDENT SCHOOL DISTRICT ("District") and Stetson Roane (the "Superintendent").

### WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E, Texas Education Code, have agreed, and do hereby agree, as follows:

### I. Term

- 1.1 Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for a term of three (3) years beginning July 11, 2023 and ending June 30, 2026. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.
- 1.2 No Tenure.** 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.

### II. Employment

- 2.1 Professional Certification.** The Superintendent shall, at all times during the term of this Contract and any renewal or extension thereof, hold and maintain a valid certificate required of a Superintendent by the State of Texas and issued by the State Board for Educator Certification or The Texas Education Agency and any other certificates required by law.
- 2.2 Representations.** The Superintendent makes the following representations:
- 2.2.1 Beginning of Contract:** The Superintendent represents that he has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

- 2.2.2 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 calendar days of the event or any shorter period specified in Board policy.
- 2.2.3 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.
- 2.3 Duties.** The Superintendent is the educational leader and 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, district policy, rules, and regulations as they exist or may hereinafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional 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, reassign, evaluate, or cause to be evaluated and, when tendered, accept resignations from, any and all employees 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 policies, and state and federal law. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. Superintendent shall provide the District with an interlocal agreement which provides different healthcare options at no cost to the district.
- 2.4 Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 2.5 Board Meetings.** The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of any portion of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, discipline related to the Superintendent, conflict of interest concerning the Superintendent, the Superintendent's evaluation, for the purposes of resolving conflicts between Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board approved absence, the Superintendent's designee shall attend such meetings.

- 2.6 Legal Defense.** To the extent it may be permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to provide a legal defense and to permit legal consultation for the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings or legal claims 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 by the Board, in its reasonable discretion, that Superintendent committed a criminal act, or is the subject of a criminal investigation or proceeding 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 at the discretion of Superintendent if such legal counsel is not also the District's legal counsel. If a legal defense may be provided through insurance coverage, in which case the 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 2.6 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 2.6 shall survive the termination of this Contract.

### **III. Compensation**

- 3.1 Salary.** The District shall compensate the Superintendent with a base annual salary of Two Hundred and sixty-four Thousand Nine-hundred and sixty Dollars and No/Cents (\$264,960.00) for 226 days of service. At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the Superintendent, with any adjustment being in the form of either a written addendum to this Contract or a new contract. However, in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Contract. The Superintendent shall be entitled to all applicable supplements approved by the Board for professional personnel in addition to any other supplements/benefits specifically authorized by the Board for the Superintendent. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.
- 3.2 Compensation.** The Superintendent shall be entitled to any percent increase in pay allotted to either teachers and/or administrative personnel in any given year. Additionally, if the superintendent either maintains or improves current accountability ratings, he will be entitled to a 1.5% increase in pay.

#### IV. Other Benefits

- 4.1 Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the performance of his duties under this Contract, including travel costs. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.
- 4.2 Insurance.** The Superintendent shall receive the same health, dental and vision insurance coverage benefits as all other employees under the District's health insurance high plan.
- 4.3 Car/Travel Allowance.** The District shall provide the Superintendent with a car/travel allowance of eight Hundred Dollars and No/Cents (\$800.00) per month which is to be given in a single lump sum amount or in monthly payments at the Superintendent's discretion. The single lump sum payment shall be made within 30 days of the Superintendent's request. The Superintendent shall receive no other compensation for travel within Willacy County. The District shall compensate/reimburse the Superintendent for all travel to and from points outside of Willacy County as per District policy and practices.
- 4.4 Teacher Retirement System.** The District shall supplement the Superintendent's annual salary with the Effective Date and through the term of this Agreement, by an amount equal to the Superintendent's portion of the monthly contribution to the Teacher Retirement System of Texas ("TRS") required for the Superintendent, for the base salary set forth in Section 3.1 of this Contract. This additional salary supplement shall be paid to the Superintendent by regular payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS.
- 4.5 Vacations, Holidays, Personal Leave and Comp Time.** The Superintendent may take, at times selected by the Superintendent, the same number of days of vacation authorized by policies and calendar adopted by the Board for administrative employees on twelve months (226 days) contract, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such times or time that will not substantially interfere with the performance of the Superintendent's duties as set forth in this Contract. Any unused vacation days shall accumulate to the subsequent contract, unless the Superintendent requests payment for those days by means of a written request submitted to the Board President and the Business Office, in which case those days shall be paid at the current contract year's daily rate. The Superintendent is hereby granted the same number of personal leave days as authorized by the Board for all professional employees. The Superintendent may accumulate up to 10 comp days per year for days worked outside the 226-day administrator calendar (*i.e.* weekends, holidays, etc.) Additional days worked (beyond 10) shall not be eligible for comp time. Comp time days not used within 3 years shall be lost.
- 4.6 Membership Dues.** The Board encourages the Superintendent to become a member of and participate in professional associations and community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose



related to the educational mission of the District. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of Willacy County, subject to advance Board approval.

- 4.7 Professional Organizations.** 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 active attendance and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such meetings, seminars, conferences, or courses. Expenses for attending professional meetings at the local, state or national level may be reimbursed subject to the availability of funds budgeted, policy limitations and as pre-authorized by the Board. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent, the purpose of which is to benefit the District, subject to the availability of funds budgeted by the District for this amount.
- 4.8 Liability Insurance:** The District's Professional Liability insurance policy provides coverage for the Superintendent, as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.
- 4.9 Outside consultant Activities, Etc. Benefit.** With the prior notice to the Board, the Superintendent may serve as a consultant to other school districts, or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are short-term duration at the Superintendent's expense.

## **V. Annual Performance Goals**

- 5.1 Development of Goals.** 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 in writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

## **VI. Review of Performance**

- 6.1 Time and Basis of Evaluation, Development of Goals:** The Board shall work collaboratively with the Superintendent each year to prepare a list of goals for the District.

The ultimate content and approval of the list of goals shall be at the sole discretion of the Board. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District Goals.

- 6.2 Time and Basis of Evaluation:** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.
- 6.3 Confidentiality:** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in closed session and shall be considered confidential 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, used in a termination or nonrenewal proceeding or in legal proceedings filed by the Superintendent.
- 6.4 Evaluation Format and Procedures:** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with Section 6 of this Contract, the Board's policies, and state and federal law. In the event 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, the Superintendent shall be provided at least 12 months of time to demonstrate such expected performance before being evaluated on additional goals.

## **VII. Renewal or Non-renewal, Extension And Suspension Without Pay of Superintendent's Contract**

- 7.1 Renewal/Nonrenewal of Contract.** Renewal or Non-renewal of this Contract shall be in accordance with Texas Education Code Chapter 21 and Board policy. At any time during the Contract term, the Board may, in its discretion, reissue this Contract for an extended term.
- 7.2 Extension of Contract.** The Superintendent shall be entitled to a one year annual extension unless the Board of Trustees has good cause for non-extension. "Good Cause" is defined as or the failure to meet the acceptable standards of conduct for Superintendents as generally recognized and applied by Commissioner of Education Decisions in similarly situated school districts in Texas.
- 7.3 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. "Good Cause" is defined as the failure to meet the acceptable standards of conduct for Superintendents as generally recognized and applied by Commissioner of Education Decisions in similarly situated school districts in Texas.

## **VIII. Termination of Superintendent's Contract**

- 8.1 Mutual Agreement.** This Contract may be terminated at any time by the mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon. Notwithstanding, 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 in accordance with Chapter 21 of the Texas Education Code. The Superintendent may resign, at any time, in writing, with a 30 day notice.
- 8.2 Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.
- 8.3 Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. "Good Cause" is defined as the failure to meet the acceptable standards of conduct for Superintendents as generally recognized and applied by Commissioner of Education Decisions in similarly situated school districts in Texas.
- 8.4 Termination Procedure.** In the event that the Board terminates this contract for "good cause" the Superintendent shall be afforded all the rights as set forth in the Board's policies, state and federal law.

## **IX. Miscellaneous - General provisions.**

- 9.1 Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 9.2 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.
- 9.3 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.
- 9.4 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 the county in which the District's administration building is located. 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.
- 9.5 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.

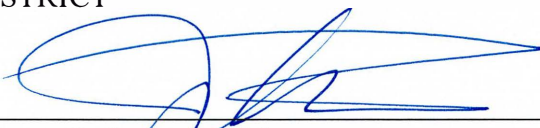
- 9.6 Legal Representation:** Both Parties have been represented by legal counsel of their choice or have had the opportunity to consult with legal counsel in the negotiation and execution of this Contract.

**X. Notices.**


- 10.1 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.
- 10.2 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.

**The parties have read this Contract and agree to abide by its terms and conditions.**

RAYMONDVILLE INDEPENDENT SCHOOL  
DISTRICT

  
\_\_\_\_\_  
John L. Solis III, President  
Board of Trustees

Executed this 20 day of August 2024.

  
\_\_\_\_\_  
Stetson Roane, Superintendent  
Executed this 20 day of August 2024.

Attest:

  
\_\_\_\_\_  
Christie Ambriz, Secretary  
Board of Trustees