STATE OF TEXAS §

COUNTY OF BEXAR §

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the East Central Independent School District (the "District") and Mr. Roland Toscano (the "Superintendent").

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

1. The Board agrees to employ the Superintendent on a twelve-month basis beginning July 1st, 2025 and ending June 30th, 2030.

2. This Agreement is conditioned on the Superintendent providing the necessary certification and experience records, medical records, and other records required for district personnel files or payroll purposes according to district policy, State Board of Educator Certification rules and Texas Education Agency rules. Failure to provide or maintain necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.

3. The Superintendent shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law, and rules, district policy, and regulations as they exist or may hereafter be amended. The Superintendent agrees to devote his full time, skill, labor, and attention to perform his duties hereunder. Texas law shall govern construction of this Agreement.

4. In executing or performing his duties, the Superintendent shall not hire or employ any person who is related to the Superintendent within the first or second degrees by affinity or consanguinity.

5. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:

    a. The District shall provide the Superintendent with an annual salary in the amount of $267,580.62 on a July 1 to June 30 contract year basis. This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies. At any time during the term of this Agreement, 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 paragraph 5(a) of this Agreement.

    b. *Health Care.* The district shall pay the same premium for health and term life insurance coverage for the Superintendent as all other employees pursuant to the

group health care and life insurance plan provided by the District. The Superintendent is responsible for any premium payments for his family members, if he elects such coverage.

c. *Expenses.* The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent for travel outside the district and for all expenses associated with such travel, including but not limited to gasoline, lodging, airfare, meals, rental cars, 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.

d. *Fees / Dues.* The District shall pay for professional fees and dues for professional and/or civic organizations in which the Superintendent's membership participation inures to the benefit of the District (including the Texas Association of School Administrators, American Association of School Administrators, Rotary Club, and Lions Club). The Superintendent must receive prior approval of the Board for all such fees/dues for any professional and/or civic organizations other than those mentioned above.

e. *Flex, Holiday and Personal Leave.* The Superintendent may take, at the Superintendent's choice, subject to prior notification of the Board President or his designee, the same number of days of flex authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The flex days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. The Superintendent shall also be compensated for up to fifteen (15) unused flex and/or personal days per contract year, for which the Superintendent shall be compensated at the end of each contract year at the prorated daily rate of pay for the year of service. The Superintendent's daily rate shall be calculated by dividing the greater of the Superintendent's then-current salary or the salary amount reported to the Texas Teacher Retirement System by 226.

f. *Supplemental Retirement Pay.* For each payroll period beginning July 15, 2021 and for each year thereafter during the term of this Contract, the District shall add to the monthly Salary of the Superintendent the amount needed each month to contribute 100% of the maximum salary reduction contribution permitted by the Code for a 403(b) or 457(b) plan, including, if applicable, the additional deferral allowed for plan participants who are age 50 or older ("Additional Salary") by the end of the calendar year. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan

established by the District under Section 403(b) and/or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall at all times be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

g. *District Service Retirement Plan.* The District shall supplement the Superintendent's annual salary by an amount equal to one-hundred percent (100%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on July 1, 2019 and continuing for the term of this Contract, with any extensions made by the Board for performance of Superintendent duties. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

h. *Errors and Omissions General Liability Insurance Policy.* The Superintendent shall be named as an insured under the District's Errors and Omissions General Liability Insurance Policy.

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

7. The Board shall evaluate and assess in writing the Superintendent's performance at least once each year during the term of this Agreement. The evaluation format and procedure shall comply with Board policy and state and federal law.

8. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d) and Board policy.

9. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

10. A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.

11. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.

12. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.

13. At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.

14. While employed under this contract, including any subsequent amendments thereto, the Superintendent must notify the Board in writing when the Superintendent applies for another job position within 15 business days of submitting a verbal or written application for the other job position.

15. 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 school year. The Superintendent may resign, with the consent of the Board, at any other time.

16. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, expressed or intended, is created in continued employment beyond the contract term.

17. The Superintendent agrees to have a comprehensive medical examination in January of each year of this contract, at District expense, by a physician licensed by the State of Texas. The Superintendent is to obtain a statement certifying that the Superintendent is physically able to perform his or her essential job functions with or without reasonable accommodation. This statement shall be filed in the Superintendent's personnel file.

18. In the event any one or more of the provisions contained in this Agreement 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 agreement 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 have been superseded by this Agreement and this contract constitutes the entire agreement between the parties. This agreement may not be amended except by written agreement of the parties.

19. *Legal Defense.* To the extent it may be permitted to do so by applicable law, the District does hereby agree to provide a legal defense to the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorney's fees incurred in any legal proceedings brought against the Superintendent in his individual capacity or his official capacity as an employee and as Superintendent of the District provided the incident(s) which is (are) the basis of any claim or lawsuit, arose or does arise, while the Superintendent was acting with the course and scope of the Superintendent's employment with the District; excluding, however, those claims or any causes of action where it is determined by the District's Board of Trustees, in its reasonable discretion, that the Superintendent committed official misconduct, or a criminal act, or is the subject of a criminal investigation or proceeding, or committed a willful or wrongful act or omission, or with an intent to violate a clearly established legal right, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under any additional insurance contract held either by the District or by the Superintendent. A legal defense may be provided through insurance coverage. No individual member of the Board shall be personally liable for indemnifying and defending

the Superintendent. This provision shall survive the termination of this Agreement. The Board shall not be required to pay any costs of legal proceedings in the event the Board and the Superintendent are adverse to each other in any proceeding. The District and the Superintendent agree to be responsible for and pay for each of their respective attorney's fees incurred by the District and the Superintendent in connection with the negotiation of this Agreement.

The Superintendent shall provide reasonable cooperation with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings which involve the District or any District officer or employee.

20. This offer will expire unless signed and returned to the Board or its authorized representative by 5:00PM the 31st day of August 2025.

21. *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of the Agreement 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 Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Agreement.

22. *Outside Consultant Activities.* The Superintendent may serve as an educational consultant and receive reimbursement of expenses and be paid fees for consultant services at no expense to the district. Consultation provided by the Superintendent under terms of this paragraph must be consistent with state and federal law, and shall be scheduled by the Superintendent not to interfere in any way with the duties, responsibilities, and obligations as required under this contract. The days that the Superintendent may consult will not exceed five (5) per calendar year. The Superintendent will not be required to use vacation or personal leave for undertaking such consultant activities.

Signed this 31st day of July, 2025

Monique Presas, President, Board of Trustees

Signed this 30th day of July, 2025

Roland Toscano, Superintendent