

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

**STATE OF TEXAS**

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**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF WINKLER**

**THIS SUPERINTENDENT’S EMPLOYMENT CONTRACT** (“Contract”) is made and entered into by and between the Board of Trustees (the "Board") of the Kermit Independent School District (the "District") and Jose Rafael Lopez ("Superintendent").

**WITNESSETH:**

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

**I. 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 of Schools for the District for a term of three (3) years, and four (4) months and fifteen (15) days commencing on February 14, 2024, and ending on June 30, 2027. 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 Right to 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 Duties.** The Superintendent is the chief executive and instructional leader 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 hereafter 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, and evaluate all of the employees of the District 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. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

**2.2 Professional Certification and Records.** This Contract is conditioned on the Superintendent's providing the necessary certification and experience records, medical records and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Contract void. Any conscious misrepresentation by the Superintendent relative to necessary certification and experience records, medical records and other records required for the personnel files or payroll purposes may be grounds for dismissal.

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

**2.4 Board Meetings.** The Superintendent shall attend, and be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's performance and/or evaluation, or when the Board is acting in its capacity as a tribunal, or to consider interpersonal relationships between individual Board members.

**2.5 Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive complaints from staff and/or third parties to the Superintendent for review and appropriate action. The Superintendent will refer such matter(s) to the appropriate District employee for investigation or investigate such matter(s) and inform the entire Board of the results of such action or, refer such matter(s) to the appropriate complaint resolution procedure as established by District Board

policies. Substantive complaints include allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the Superintendent and/or administration. Provided, however, nothing herein shall be construed to prevent the right of a District employee to communicate directly with a Board member pursuant to Board policy. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, then the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

**2.6 Nepotism.** With the exception of any individuals already employed for the statutorily-allowed time periods by the District as of the date of this Contract, the District will not create a position of employment, and the Superintendent will not recommend for creation a position for employment, for any individual related to the Superintendent within any prohibited degree under the Texas nepotism law, regardless of whether or not the nepotism law applies to the Superintendent. The Board reserves the right not to employ any any individual related to the Superintendent within any prohibited degree under the Texas nepotism law, regardless of whether or not the nepotism law applies to the Superintendent.

**2.7 Consulting or Personal Services.** During the term of this Contract, the Superintendent will not provide any personal services for a financial benefit, engage in any consulting activities for a fee, or engage in any outside employment for any business

entity that conducts or solicits business with the District. Any financial benefit received by the Superintendent for performing personal services for any other entity must receive prior Board approval, on a case-by-case basis, in an open meeting. The Superintendent will comply with all federal and state laws and regulations and District policies, rules and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract. Any such consulting or personal services shall not conflict or interfere with the Superintendent's professional responsibilities to the District and shall be performed during the work days only to the extent that the Superintendent has available vacation or personal leave days to cover his absences. The Board has sole authority to determine whether the consulting or personal services conflict with the Superintendent's duties to the District.

**2.8 Residence.** The District requires the Superintendent to establish and maintain a residence in the District while serving as Superintendent of Kermit ISD. The District will provide housing to the Superintendent under a separate lease agreement with the rent being \$900.00 per month plus utilities for the Superintendent.

### **III. Compensation**

**3.1 Salary.** The District shall provide the Superintendent with an annual salary, the amount of which shall be approved in the annual budget. This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies. This Contract begins before the adoption of the next budget and the annual base salary shall be in the sum of One Hundred Sixty-nine Thousand One Hundred Thirteen, and 36/00 Dollars (\$169,113.36).

**3.2 Business Expenses.** The District shall pay or reimburse the Superintendent for reasonable business expenses incurred by the Superintendent in the continuing performance of his duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for District-related travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, and rental car expenses incurred in the performance of the business of the District, but shall not include alcohol or entertainment expenses (unless the entertainment expenses are pre-approved by the Board). The Superintendent shall comply with all policies, procedures and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors. The District will provide the Superintendent with a school owned vehicle for in-district and out-of-district travel as well as fuel for said school owned vehicle.

**3.3 Insurance.** The District shall pay the premiums for health, hospitalization, and dental insurance for the Superintendent pursuant to the group health plan provided by the District for its twelve-month administrative employees. Additionally, the District shall pay the premium for life insurance in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00) and long-term disability insurance pursuant to a plan provided to all administrators in the District.

**3.4 Vacation, Holidays, Sick Leave.** The Superintendent may take, at the Superintendent's choice, ten (10) days of vacation, the days to be in a single period or at

different times. The vacation days taken by the Superintendent will be taken at such time or times that 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 (226 days). The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts which is 5 state days and 5 local days earned at the rate of ½ day per month beginning in September through June for 12-month employees.

District will buy back any unused vacation days on July 1 of each year at the Superintendent's daily rate. Daily rate shall be calculated by dividing the salary in Section 3.1 by 226 days.

**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 active attendance at, and participation in, appropriate professional meetings at the local, regional, state and national levels. The Board shall encourage the use of data and information sources and 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 informational 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 agrees to provide in the District's budget during the term of this Contract, for the benefit of the Superintendent, a professional development budget per Contract year to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators as well as other memberships that the Board approves and determines is necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership. The Superintendent shall notify the Board President when he intends to be out of the District traveling on District business or vacation. The Superintendent is required to attend the annual TASA/TASB convention with the Board and other such training and professional development as deemed necessary by the Board and Superintendent for the Team of 8 unless a medical emergency precludes the attendance of the Superintendent.

**3.6 Civic Activities Allowance.** The Superintendent is encouraged to participate in community and civic affairs. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District shall provide dues for local organizations for Civic Activities for the Superintendent's use in connection with community and civic affairs when approved by the Board.

**3.7 Telecommunications.** In addition to the base compensation reflected in Section 3.1, the Superintendent shall receive a One Hundred and No/100 Dollar (\$100.00) allowance per month during the Superintendent's employment with the District



to cover the reasonable and necessary costs of telecommunication access such as mobile phone service and internet access. The Superintendent shall maintain a personal account for mobile telephone service and home internet access (“Personal Accounts”) and shall not open any home account in the name of the District. The Superintendent shall have total responsibility for payment of his Personal Accounts and the District shall have no obligation or responsibility for payment of the Superintendent’s Personal Accounts other than the monthly payment to the Superintendent of the telecommunications allowance state herein.

**3.8 Retirement Plan, Annuity.** The Board shall match contributions of up to 6% of the current base salary of \$169,113.36 at the choice of the Superintendent.

**3.9 Employee Benefits.** In addition to the base compensation reflected in Section 3.1, the Superintendent shall receive during the Superintendent’s employment with the District all benefits awarded to other district employees with a professional contract.

**3.10 Doctorate Stipend.** The Superintendent will be provided a Four Thousand and 00/100 Dollar (\$4,000) stipend for obtaining his doctorate. This stipend will be paid on an annual basis in February of each year. The Board reserves the right to review this stipend annually as a part of the Superintendent’s evaluation and contract discussions.

#### **IV. Annual Performance Goals**

**4.1 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 to writing 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 Board-approved District goals.

## **V. Review of Performance**

**5.1 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 evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job descriptions, Board policies, lawful Board directives, and to the adopted annual District and Superintendent goals outlined in Section 4.1.

**5.2 Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive 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.

**5.3 Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V. of this Contract, the Board's policies, and state and federal law. The evaluation shall 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. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable

period of time to demonstrate such expected performance before being evaluated.

## **VI. Renewal or Nonrenewal of Employment Contract**

**6.1 Renewal/Nonrenewal.** Renewal or nonrenewal shall be in accordance with Board policy and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than the 10<sup>th</sup> day before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

## **VII. Termination of Employment Contract**

**7.1 Mutual Agreement.** This Contract shall 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. Any amendment to this contract must be in writing and agreed upon by the Parties.

**7.2 Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

**7.3 Resignation.** 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 no later than the forty-fifth (45<sup>th</sup>) 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.

**7.4 Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of this Contract for good cause. The term "good cause" shall include, but not be limited to the following:

- (a) failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetency or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) Immorality, which consists of conduct determined by the Board to not conform with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct

inconsistent with rectitude or indicative of corruption, indecency, or depravity;

- (m) Criminal assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for Superintendent certification;
- (q) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit;
- (r) Any other reason constituting "good cause" under Texas law.

**7.5 Termination Procedure.** In the event 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.

### **Article VIII. Miscellaneous**

**8.1 Controlling Law.** This Contract shall be governed by the laws of the State of Texas, and shall be performable in Winkler County, Texas. Venue for any legal proceeding under this Contract shall be in state district court in Winkler County, Texas, unless a different venue is mandatory under the provisions of the Texas Education Code.

**8.2 Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

**8.3 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.

**8.4 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 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.

**8.5 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.

## **IX. Notices**

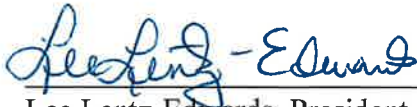
**9.1 To Superintendent.** The Superintendent agrees to keep a current address on file with the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

**9.2 To Board.** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice 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.

EXECUTED this 20 day of March, 2023.

**KERMIT INDEPENDENT SCHOOL  
DISTRICT**

By:   
Lee Lentz-Edwards, President

**ATTEST:**

  
Lorina Lujan, Secretary  
Board of Trustees

By:   
Jose Rafael Lopez, Superintendent