

**YSLETA INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT FORM**

THE STATE OF TEXAS

COUNTY OF EL PASO

This Contract is entered into between the Board of Trustees (the "Board") of YSLETA INDEPENDENT SCHOOL DISTRICT (the "District") and GUADALUPE XAVIER DE LA TORRE (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

- 1.1 **Initial Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning March 17, 2014, or as soon as feasible thereafter that Superintendent can report to duty (but no later than March 28, 2014), and ending June 30, 2017. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
- 1.2 **Term Extension.** The District may, by action of the Board, and with agreement of the Superintendent, extend the term of this Contract as permitted by state law. Renewal or nonrenewal of this Contract shall be in accordance with Texas Education Code Chapter 21, Subchapter E and Board Policy. Failure to reissue the Contract for an extended term shall not constitute nonrenewal or termination under Board policy. 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.
2. **Professional Certification and Records.** This Contract is conditioned on the Superintendent providing a valid and appropriate certification to act as a superintendent in the State of Texas as prescribed by the laws of the State of Texas and the rules and regulations of the Texas State Board of Educator Certification. The Superintendent must also file any other records required for the personnel files and

for payroll purposes. Failure to provide necessary certification shall render this Contract void, and any material misrepresentation by the Superintendent in the records filed by the Superintendent, as set out herein, shall be grounds for termination for cause. 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.

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

- 3.1 **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.
- 3.2 **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 as specified in Board policy.
- 3.3 **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.

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

- 4.1 **Duties and 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. The Superintendent shall not be reassigned from the position of Superintendent without his written consent.
- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. Superintendent shall be expected to be on duty all weekdays not designated as school district holidays or closures (considered to be a 240-day assignment work year), and such additional days as may be necessary for the faithful discharge of his duties, unless utilizing leave available to him by law and/or Board policy. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, and lawful Board and District policies, rules, and regulations as they exist or may hereafter be amended.
- 4.3 **Enforcement of Laws and Policies:** The Superintendent shall exercise his best professional efforts to ensure that all District employees comply with all applicable laws, policies and District regulations.
- 4.4 **Residence in District:** As a condition of employment, the Superintendent will reside within the geographic boundaries of the District at all times, while employed by Ysleta ISD.
- 4.5 **Civic and Professional Activities:** The Board of Ysleta ISD encourages the Superintendent to participate in professional, community and civic affairs and organizations, for example: TASA/AASA, the Greater El Paso Chamber of Commerce and the El Paso Hispanic Chamber. Unless otherwise agreed to by the Board in advance, membership fees, dues and expenses for membership

and/or participation in professional and civic organizations shall be paid by the District, not to exceed the sum of **Three Thousand and No/100 Dollars (\$3,000)** annually. Requests for payment of any additional membership fees and dues for the Superintendent to participate in professional or civic organizations shall be submitted to the Board for approval.

- 4.6 **Lectures and Meetings:** The Superintendent may deliver lectures at local colleges and universities, and at state and national conventions, provided such duties do not interfere with the performance of his duties as Superintendent. Prior to committing to speak at any out of town convention or lecture, the Superintendent shall advise the Board of such plans and secure Board approval for the engagement. The Superintendent shall report to the Board on a regular basis all participation and attendance by him in professional meetings at the local, state and national levels and shall, in addition, note any days taken as "personal leave." Such report may be made in the weekly report to the Board.
- 4.7 **Board Meetings and Relations:** The Superintendent, or his designee, shall have the right to attend all open Board meetings and Board committee meetings. The Superintendent shall ordinarily attend closed Board meetings, except in those cases where the Board President or the Board as a whole determines that it would be in the best interest of the District for him not to be present for all or a portion of a closed meeting.
- 4.8 **Criticism:** The Board, individually and collectively, shall, subject to Board policies governing special situations, refer all criticisms, complaints and suggestions, regardless of the source, called to its attention to the Superintendent for study and appropriate action or recommendation. The Superintendent shall promptly investigate such matters as are referred to him and that require investigation, and shall periodically inform the Board of the results or status of such matters.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

5.1 **Salary:** Two Hundred Eighty-Nine Thousand Two Hundred Dollars (\$289,200.00) per year. At any time during the term of this Contract, should the Board approve a salary increase for certified administrators, the Superintendent's annual base salary shall be increased by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which certified administrator annual salaries are increased.

(a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4022, 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 certified administrator salaries have been reduced. To the extent that any such salary reduction as to certified administrators is subsequently reversed or ameliorated, it shall also be reversed or ameliorated as to the Superintendent's salary.

(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.

5.2 **Benefits:** Except as provided herein, the District shall provide benefits to the Superintendent as provided by state law and Board policies for full-time District professional and administrative employees. 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.

5.3 **Business Expenses:** The District shall pay or reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract, subject to Board

policy, District regulations and budget constraints. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel, excluding mileage expense reimbursement for travel to destinations within the County. Such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental cars and other expenses incurred in the performance of the business of the District. Reimbursement for such expenses shall include reasonable expenses incurred by the Superintendent for meals with business, civic and local government leaders and members of the Board of Trustees, when appropriate. The Superintendent shall comply with all applicable laws, policies, procedures and documentation requirements in accordance with Board policies and established procedures, which shall be subject to review by the District's independent auditors. The Superintendent shall report to the Board on a monthly basis all expenses and travel by him covered by this section.

- 5.4 **In-County Travel, Automobile Expense:** The Superintendent shall have and use a personal vehicle for local travel. The District will compensate the Superintendent the amount of **Eight Hundred and No/100 Dollars (\$800)** per month during the term of this Contract as an automobile allowance for in-county travel. This monthly payment shall be paid to the Superintendent in a lump sum payment each month, and will serve as a stipend in lieu of any other reimbursement for in-county travel expenses.
- 5.5 **Mobile Telephone Allowance:** The District shall pay to the Superintendent a monthly sum of **One Hundred and No/100 Dollars (\$100)** as is paid to other twelve-month administrative employees of the District for a mobile phone allowance. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to such personal account other than the monthly payment to the Superintendent of the mobile telephone allowance stated herein.

- 5.6 **Liability Insurance:** The District's Professional Liability insurance policy provides coverage for the Superintendent, as set forth in the policy, and the Board shall exercise its best efforts to keep this policy or one with similar coverage 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 that relate to events occurring during the Superintendent's employment with the District.
6. **Annual Performance Review.** As set out in Board Policy, the Texas Education Code and applicable Administrative Rules, the Board shall evaluate and assess the performance of the Superintendent in writing at least once a year.
- 6.1 **Assessment and Direction:** The Board may also, in its discretion, provide informal, formative assessments and direction throughout the year to the Superintendent regarding the Superintendent's priorities, performance and attainment or progress with respect to the annual goals for the District.
- 6.2 **Confidentiality:** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall be conducted in a closed meeting, and shall be considered confidential to the extent permitted by law, and with the input of the Superintendent. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.
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 and applicable District policy.

8.1 Termination for Cause. The Board reserves the right to unilaterally terminate this Contract and all of the Superintendent's employment rights and entitlements for cause and without consent of Superintendent. "Cause" under this Agreement is defined, without limitation, to include any one or more of the following:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board;
- (c) Insubordination or failure to comply with lawful written Board directives or published policies;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) An indictment, conviction, a plea of guilty, or a plea of nolo contendere for any act or omission relating to Superintendent's fraud, dishonesty, or crime involving moral turpitude;
- (g) Conviction of a felony or crime involving moral turpitude;
- (h) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (i) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (j) Commission of an act of fraud, embezzlement, theft or material dishonesty against the District;
- (k) Knowingly falsifying records or documents related to the District's activities;
- (l) Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- (m) Failure to fulfill requirements for superintendent certification;
- (n) Failure to achieve reasonable goals set by the Board with input from the Superintendent, where such failure is not due to reasons beyond the Superintendent's control; and,
- (o) Any other reason constituting "good cause" under Texas Law.

9. **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.

10. **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.

11. Transition and Relocation Expenses.

11.1 Moving-Relocation Expenses: In connection with the necessary relocation of the Superintendent and the Superintendent's family from San Jose, California, to El Paso, Texas, the District shall pay the Superintendent a one-time sum equal to the lowest of three bona fide estimates provided by reputable moving companies, not to exceed the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00), for moving expenses, which shall include, but not be limited to, the packing, the insuring, the transporting and any necessary temporary storage of the Superintendent's furniture and automobiles from San Jose, California to El Paso, Texas. The moving-relocation expense will be paid by the District to the Superintendent on or before thirty (30) days after the Effective Date of this Contract.

11.2 Transition Expenses: If it is necessary for the Superintendent to rent or lease a residence in the District and maintain dual residences as part of the transition from San Jose, California to El Paso, Texas, the District shall reimburse the Superintendent up to One Thousand Dollars (\$1,000.00) per month for rent paid by the Superintendent. This rental reimbursement shall terminate at the earlier of (i) the sixtieth (60th) day after the Superintendent's purchase of a residence within the territorial boundaries of the District or (ii) July 1, 2014.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent: 

Name: G. Xavier De La Torre, Ed.D.

Date signed: 3/6/14

Ysleta Independent School District

By: 

Patricia Torres McLean, President
Ysleta ISD Board of Trustees

By: 

Martha X. Reyes, Secretary
Ysleta ISD Board of Trustees

Date signed: 3/6/14