

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF STARR §

INTERIM SUPERINTENDENT CONTRACT

This agreement (the “Contract”) is made and entered into this 11th day of September 2024, by and between the San Isidro Independent School District (the “District”), by and through the District’s Board of Trustees (the “Board”) and Roger Ellis (“Ellis” or the “ Interim Superintendent”).

WITNESSETH:

NOW, THEREFORE, the District and Ellis, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. Term. The District agrees to enter into this Contract with the Ellis, beginning September 16, 2024. The Term of this Contract will continue until the date when a permanent superintendent is hired and formally assumes the duties of superintendent, provided that, as specified in Section 13, after the permanent hire assumes the duties of superintendent the District may require Ellis to continue work for a one (1) to (2) week period under a different title to acclimatize the new permanent superintendent to the position and promote a smooth transition. At present, it is anticipated that the District will hire a permanent superintendent at the start of the District’s spring semester in 2025.

2. Duties. Ellis agrees to perform the duties of superintendent of schools for the duration of this agreement, acting in an interim status. The Interim Superintendent will serve as the chief executive of the District and shall faithfully perform the duties of the superintendent of schools for the District as may be lawfully assigned by the Board, and as described in Texas law and San Isidro ISD Board Policy BJA (LEGAL) and (LOCAL), as amended. The Interim Superintendent 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, subject to Board policy it shall be the duty of the Interim 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 Interim Superintendent to employ all other personnel consistent with the Board’s policies. It shall be the further duty of the Interim Superintendent to direct, assign, reassign, and evaluate all employees of the District consistent with Board policies and federal and state law. It shall be the duty of the Interim Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Interim 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 Interim Superintendent to accept all resignations of employees of the District consistent with the Board’s policies, except the Interim Superintendent’s resignation, which must be accepted by the Board. The Interim Superintendent shall perform the duties of the superintendent of schools for the District with reasonable care, diligence, skill, and expertise.

3. Professional Certification and Credentials. The Interim Superintendent shall at all times during the term of the Contract hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Education Certification. The Interim Superintendent represents that any records or information provided in connection with this Contract are true and correct.

4. Board Meetings. The Interim Superintendent shall attend, and shall 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 Interim Superintendent's Contract, or in Interim Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal, or when the Interim Superintendent is requested to leave closed session at the request of the Board President for legitimate reasons. In the event of illness or Board-approved absence, the Interim Superintendent's designee shall attend such meetings.

5. Beginning of Contract. At the beginning of this Contract, and at any time during this Contract, the Interim 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 Interim Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. The Interim Superintendent also agrees to notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Interim Superintendent, before or during the term of this contract.

6. Residence. The District agrees to provide housing to the Interim Superintendent in the existing house designated or known to be for the Interim Superintendent on District property during the term of this Contract. The Interim Superintendent will not be required to pay a monthly rental fee and the cost of utilities and trash removal related to that house.

7. Benefits. The District shall provide benefits to the Interim Superintendent as provided by state law and Board policies. 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. The Interim Superintendent has declined to be included on the District's health insurance plan.

7.1 Holidays, and Leave. The Interim Superintendent shall work all regular school days except that he will also receive all local leave, vacation days, holidays, and breaks observed by the District for administrators on 12-month contracts, prorated to cover the period of time the Interim Superintendent provides services under this Contract.

7.2 Attendance. Via communications with the Board President, Ellis must communicate anticipated absences at least two (2) school days in advance to the District Board so the District can prepare. On days Ellis is not reporting to work due to an absence Ellis will, as much as reasonably possible, be available to contact via email or phone, unless communication is not possible due to a medically related reason. If Ellis engages in services under this Contract on a day he was scheduled to be absent, pursuant to the Compensation provisions in Section 9, Ellis will be paid at a prorated amount for the hours worked. Leave and vacation days taken by Ellis will be taken at such time or times as will least interfere with the performance of his duties as set forth in this Contract.

8. Expenses. The District shall pay or reimburse the Interim Superintendent for all costs associated with one cellular phone for his job duties and for other reasonable expenses incurred by the Interim Superintendent in the continuing performance of the Interim Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Interim Superintendent for travel. Such actual or incidental costs may include, but are not limited to,

gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Interim Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies. The District will also cover the Interim Superintendent's dues or expenses related to his membership in the Texas Association of School Administrators.

9. Compensation. The Board agrees to pay the Interim Superintendent a salary determined by paying Ellis \$500 per day for actual days worked, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract. An actual day worked shall include a minimum of eight (8) hours of work per day. The District agrees to pay any TRS surcharge incurred as a result of the Interim Superintendent's employment.

10. Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Interim Superintendent in January of each year during the term of this Contract ("Interim Superintendent's Evaluation"). Unless the Interim Superintendent expressly requests otherwise in writing, the evaluation of the Interim 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 Interim Superintendent from sharing the content of the Interim Superintendent's evaluation with their respective legal counsel.

11. Termination of Employment Contract. This Contract may be terminated as follows.

11.1 Mutual Agreement. This Contract shall be terminated by the mutual agreement of the Ellis and the District in writing, upon such terms and conditions as may be mutually agreed upon.

11.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Interim Superintendent.

11.3 Termination or Suspension for Good Cause. The Board may suspend the Interim Superintendent, with or without pay, or terminate this Contract for good cause as determined by the Board.

Once a permanent superintendent is hired and formally begins job duties, this Contract will terminate on a date to be specified by the District, and the effective date of that termination may be one (1) to two (2) weeks following the start of the new superintendent's work, to allow for a smooth transition to the permanent superintendent. The Parties further agree that the Interim Superintendent is being retained on a temporary or substitute basis and that the Interim Superintendent's relationship with the Board and the District is not governed by Texas Education Code, Chapter 21. The term "good cause" is defined as, but not limited to, 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; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Interim Superintendent a reasonable opportunity to remediate and 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 Interim Superintendent;
- l) Immorality, which is conduct the Board determines, is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexually matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- m) 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; or
- r) Any other reason constituting “good cause” under Texas law or the provisions of this Contract.

11.4 Resignation of Interim Superintendent. The Interim 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 Interim Superintendent may resign with the consent of the Board at any other time.

12. Miscellaneous Provisions.

12.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Starr County, Texas, unless otherwise provided by law. The mandatory venue for any dispute arising out of this Contract shall be in the District Courts of Starr County, Texas or the federal courts in Hidalgo County, Texas, as applicable.

12.2 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.

12.3 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Employment 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, except where this Contract acknowledges that it is subject to Board Policy, as may be amended.

12.4 Amendment. This Contract may not be amended except by written agreement of the Parties.

12.5 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.


12.6 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.

12.7. Notices.

12.7.1 To the Interim Superintendent. The Interim Superintendent agrees to keep a current address on file with the District’s human resources office and the Board President. The Interim Superintendent agrees that the Board may meet any legal obligation it has to give the Interim Superintendent written notice regarding this Contract by hand-delivering the notice to the Interim Superintendent or by sending the notice by email, certified mail, regular mail, and/or express delivery service to the Interim Superintendent’s address of record.

12.7.2 To the Board. The Board agrees that the Interim Superintendent may meet any legal obligation he has to give the Board written notice regarding this Contract by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Interim Superintendent may provide such notices by email, 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.

ATTEST:

By: 
Aisha Reyes, President, San Isidro ISD Board of Trustees

By: _____
Roger Ellis, Interim Superintendent of Schools