

THE STATE OF TEXAS §
§
COUNTY OF STARR §

KNOW ALL MEN BY THESE PRESENTS:

SUPERINTENDENT CONTRACT

THIS AGREEMENT is made and entered into this the 11 day of February 2025, by and between the Board of Trustees (the "Board") of the San Isidro Independent School District (the "District") and Elsa Villarreal-Morris ("Villarreal-Morris" or the "Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and Villarreal-Morris, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code Chapter 21, Subchapter E of the 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 Villarreal-Morris, and Villarreal-Morris does hereby accept employment with the District as the Superintendent of Schools for the District for a period of thirty-six months commencing on February 11, 2025, and ending on February 11, 2028. The District may, by action of the Board, and with the consent and approval of Villarreal-Morris, 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 **Duties.** The Superintendent is 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 as described in San Isidro ISD Board Policy BJA (LEGAL) and (LOCAL), as amended. The 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, 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 employees of the District consistent with Board policies and federal and state law. It shall be the 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.

2.2 Professional Certification. The Superintendent shall at all times during the term of the 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 Education Certification and any other certificates required by law.

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

2.4 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 those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or in 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 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 Superintendent's designee shall attend such meetings.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and within a reasonable period of time inform the Board of the results of such efforts.

2.6 Indemnification. The Board contracts that the District shall defend, hold harmless and indemnify 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 her individual capacity or in her official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while the Superintendent was acting within the course and scope of her employment with the District. The District shall provide insurance coverage to protect the Superintendent as set forth herein. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this Contract.

2.7 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 her 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.

2.8 During Contract. The Superintendent also agree that, during the term of this Contract, the Superintendent will notify the Board President in writing within three calendar days of any arrest (including misdemeanors), indictments, convictions, no contest pleas or guilty pleas, or other adjudications of the Superintendent related to any criminal offense.

2.9 Vacation, Holiday, and Personal Leave. The Superintendent may take, at the Superintendent's choice, the greater of ten (10) days of vacation annually or the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be taken in a single period or at different times. The vacation 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. Accrued but unused vacation days, up to a maximum of ten (10) days annually, shall

accumulate and carry forward from year to year during the term of 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. At the time that the Superintendent resigns from employment with the District, the District shall pay the Superintendent for unused leave days in accordance with the terms of Board Policy, or if none exists, the District will pay a maximum of ten accrued, unused local leave days. The payout will be calculated in accordance with Board Policy or if none exists, using the Superintendent's daily rate of pay at the time of resignation, computed by dividing the Superintendent's annual salary by two hundred twenty-six days.

2.10 Insurance. The Superintendent has declined hospitalization and major medical insurance coverage from the District in accordance with the group health care plan provided by the District for its administrative employees.

2.11 Expenses. The District agrees to pay for reasonable and customary expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the 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 Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies. A school vehicle and the cost of fuel for that vehicle will be provided for school travel within driving distance. Should the Superintendent choose to use her own vehicle she will be reimbursed for reasonable travel expenses and fuel costs associated with the performance of her official duties. Mileage reimbursement for travel in her personal vehicle will be paid at the rate set by the State of Texas, as updated and amended from year to year. At present, this rate is .70 cents per mile for the year 2025. The District will also cover the Superintendent's dues or expenses related to her membership in the Texas Association of School Administrators.

2.12 Housing. The District agrees to provide housing to the Superintendent in the existing house designated or known to be for the Superintendent on District property during the term of this Contract. Housing is provided at no cost.

III. Compensation

3.1 Salary. Beginning on February 11, 2025 and continuing thereafter, the District shall provide the Superintendent with an annual salary in the sum of one-hundred twenty-three thousand dollars (\$123,000.00). The Superintendent's salary shall be paid to the Superintendent in equal installments consistent with the Board's policies. Any payments shall be appropriately reduced for taxes, withholding, social security, etc.

3.2 Salary Adjustments. At any time during the term of this Contract, 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 pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary.

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.

V. Review of Performance

5.1 **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent in January of each year during the term of this Contract ("Superintendent's Evaluation"). The Superintendent's evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

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. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, such modification must be adopted a reasonable period of time, and not less than four (4) months prior to its implementation.

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 ninety (90) days 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.

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

7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause in accordance with Texas Education Code, Sections 21.211, 21.212(d) and Board Policy. The term "good cause" is defined as follows:

- 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 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 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.

7.4 Termination Procedure. In the event that the Board terminated this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

7.5 Resignation of Superintendent. 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 year. The Superintendent may resign with the consent of the Board at any other time.

VIII. Miscellaneous

8.1 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.

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 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.

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.

SAN ISIDRO INDEPENDENT SCHOOL DISTRICT

ATTEST:

By: David Garza
President, Board of Trustees

By: Elsa Villarreal-Morris
Superintendent of Schools
Elsa Villarreal-Morris