

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §

COUNTY OF CAMERON §

1. The contract of employment is entered into by and between POINT ISABEL INDEPENDENT SCHOOL DISTRICT, of Cameron County, Texas (hereinafter referred to as "District", by and through its Board of Trustees, (hereinafter referred to as "Board") and Theresa A. Alarcon (hereinafter referred to as "Superintendent").

I. TERM

2. Superintendent is employed in the capacity of Superintendent of the Point Isabel Independent School District for a term of years commencing on March 1, 2019 and ending on February 28, 2022.

II. DUTIES AND POWERS

3. Superintendent agrees to devote her time and the best of her skill and talent of the performance of their duties as Superintendent of Schools in accordance with the laws of the State of Texas, the policies and directives of the Board of Trustees of Point Isabel Independent School District, the applicable rules and regulations, requirements and directives of the Texas State Board of Education, and rules and directives issued by the Commissioner of Education.
4. Superintendent shall be the educational leader and chief executive officer of District. As such, Superintendent shall have all of the powers necessary to effectively accomplish the efficient administration and supervision of the entire school system and to make systemic changes to curriculum and program offerings and administrative structure, as Superintendent finds necessary or expedient. Superintendent shall have the full powers of a Superintendent of an independent school district in the State of Texas, which shall include, and shall all of the powers and duties of a Superintendent as set out in Subchapter E (Superintendents and Principals), Title 2, Texas Education Code.
5. Upon approval by the board, Superintendent is encouraged to, visit other school systems and attend educational conferences, seminars, workshops and other professional meetings, as Superintendent finds necessary or productive. As Allowed in Section 11(f), below, registration fees and other costs and expenses associated with such visits, conferences, seminars, workshops and professional meetings shall be paid by District as allowed by district policy and procedures and upon presentation of proper documentary evidence, such as receipts or paid

receipts or paid bills which state sufficient information to establish the amount, date, place, and the essential character of the expenditure.

6. District Board policy requires its Superintendent to live and establish residence within the boundaries of District. Superintendent agrees to establish a permanent residence in the district by September 1, 2019.
7. Pursuant to Section 11.163(1), Texas Education Code, District, through its Board, hereby recognizes and agrees that Superintendent shall have authority to make recommendations to the Board regarding the selection of all professional personnel (other than the superintendent) for the District. In addition, and pursuant to Section 11.201(d) (2), Superintendent shall have the authority to assign and reassign all personnel in the District, subject to the requirements of Section 11.202 of the Texas Education Code. The Board hereby delegates to the Superintendent the specific authority to hire and terminate the employment of all classified employees.

III. COMPENSATION AND BENEFITS

8. Beginning on March 1, 2019 and continuing thereafter through the remainder of the contract term, District agrees to pay Superintendent an annual salary in the sum of One Hundred Forty-Seven Thousand Three Hundred Fifty Dollars (\$147,350.00) per year.
9. The Board may, in its sole discretion, periodically review, evaluate, and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary and benefits set forth in this Contract Agreement.
10. Superintendent agrees to render, at a minimum, at least the same number of service days required to be worked by the District's twelve-month employees in accordance with the work calendars adopted pursuant to District Policy.
11. Superintendent shall also receive the following additional employment benefits during the term of their employment:
 - a. Superintendent shall be entitled to participate in the District's employee leave and/or personal leave program on the same basis as all other District full-time employees.
 - b. District shall pay to the District's health care insurance provider an amount equal to One Hundred Percent (100%) of the cost of the high option health insurance premiums for the Superintendent's individual coverage only. Superintendent may elect to utilize, the amounts so paid to cover, in whole or in part, the costs of either individual or one of the optional family coverages available from the District's health care insurer.

Superintendent's family may participate in the District's health program to the same extent permitted for other personnel.

- c. Superintendent shall also be covered under the District's insurance policies, including its errors and omissions and general liability insurance policies, for actions taken while in the course and scope of her employment with District.
- d. To the extent it may be permitted to do by applicable law, including but not limited to Texas Civil Practice & Remedies Code Chapter 102, District shall defend Superintendent from any and all civil demands, claims, suits, actions and/or legal proceedings made or brought by third parties against Superintendent either in her individual and/or official capacity, provided, that the alleged matter which is the subject of the demand, claim, suit, action and/or legal proceeding arose while the Superintendent was acting within the course and scope of their employment and excluded criminal litigation, whether or not alleged.
- e. The District will not reimburse the Superintendent for local travel or incidental expenses expended within the District and/or within Cameron, Willacy, Hidalgo, and Starr Counties. For travel outside within Cameron, Willacy, Hidalgo, and Starr Counties, the Superintendent shall be reimbursed in accordance with the provisions of the District's employee travel policy. The district will not provide a school owned vehicle.
- f. District shall pay reasonable expenses of Superintendent incurred within the course and scope of Superintendent's employment with travel outside the defined local area in accordance with District Policy. Reimbursable expenses may include, but are not limited to, mileage for use of a private automobile.
- g. District shall not pay for or reimburse Superintendent's membership dues and fees to professional organizations.
- h. The District will not provide a cell phone to Superintendent.
- i. With the approval of the Board, the Superintendent may undertake writing, consultative work, teaching and speaking engagements provided, however, that the expense of such activities shall not be borne by the District and that such activities do not detract from the performance of her duties and responsibilities as Superintendent of Schools. However, the Superintendent may not be compensated for such activities (other than reimbursement for actual expenses) unless the Board has authorized the Superintendent to receive compensation for the activity at a posted open meeting.

- j. The Superintendent may utilize any “cafeteria benefits plan” approved by the Board, as permitted under 26 U.S.C. § 125, or any successor plan or statute, to the fullest extent allowed by law or the plan, to receive any of the benefits provided in this Contract.

IV. EVALUATION

12. Board shall provide periodic written evaluations of Superintendent at annual or more frequent intervals. Board shall be responsible for selecting an appraisal instrument for the evaluation of Superintendent. The instrument shall include the Commissioner-recommended administrator appraisal process, using objective descriptors under the Commissioner's recommended performance criteria. The evaluation shall be conducted in a closed meeting. The Board shall provide Superintendent with a copy of the completed evaluation. A confidential, written, record of the Board's deliberations shall be made and kept in the Board's files.

V. NON-RENEWAL

13. Non-renewal of this contract, if any, shall be in accordance with Section 21.212 of the Texas Education Code.

VI. TERMINATION FOR GOOD CAUSE

14. District shall have the right to terminate Superintendent's employment for good cause, as set out in Section 21.211, Subchapter E, of Chapter 21, of the Texas Education Code.

VII. TERMINATION ON GROUNDS OTHER THAN GOOD CAUSE

15. The parties agree that Superintendent's employment with District may be terminated upon judicial determination by a Court of competent jurisdiction that Superintendent is physically or mentally incompetent to perform the services of Superintendent of Schools under this contract after all leave has been expended by Superintendent to which they are entitled.

VIII. MISCELLANEOUS PROVISIONS

16. The employment contract constitutes the entire understanding and agreement between the parties. No contract, representation, or warranty other than specifically set forth in this contract shall be binding unless set forth in writing and signed by both parties. This contract supersedes all other prior contracts, either oral or in writing, between the parties with respect to Superintendent's employment and contains all of the covenants and obligations between the

parties with respect to such employment in all matters. Each party to this contract acknowledges that no inducement or promise, oral or otherwise, has been made by any party, or anyone acting on behalf of any party, that is not embodied in this contract.

17. This contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action arising out of this contract shall be in Cameron County, Texas.
18. In the event that any of the provisions, or portions thereof of this contract are held to be unenforceable or invalid by any Court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

Board Approved: February 27, 2019

EXECUTED on this 1st day of March 2019, in duplicate originals.

POINT ISABEL INDEPENDENT SCHOOL DISTRICT


JENNIFER PINKERTON
Vice-President

ATTEST:


JIMMY L. VELA
Secretary


THERESA A. ALARCON
Superintendent