

Superintendent's Term Employment Contract

This Employment Contract is made on the 11th day of January, 2019, between Dr. Veronica G. Vijil, hereinafter referred to as "Superintendent," and the Board of Trustees (hereinafter "Board") of the Fabens Independent School District, hereinafter referred to as "District."

Terms and Duties

1. Superintendent is hereby employed by District for a term of three (3) years, commencing on February 11, 2019 and ending February 11, 2022.
2. Superintendent covenants and contracts to render competent and loyal services to the District and, further, to abide by and enforce all rules, regulations, policies, and instructions of the District as well as all rules and regulations of the Commissioner of Education, the Board of Education of the State of Texas, and any other supervising governmental agency applicable to the conduct of public, free schools in this state.
3. Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise.
4. This Employment Contract may be terminated:
 - a. At any time, by the mutual agreement of the parties;
 - b. At any time, upon the retirement or death of the Superintendent; or
 - c. At the expiration of the term of this Contract.
5. Superintendent covenants and contracts to devote her primary productive efforts and time to the administration of the Fabens Independent School District. Superintendent further warrants that any part-time employment by or professional services rendered to third parties will not interfere with her obligations under this Employment Contract. Superintendent shall notify the Board and obtain Board approval before undertaking any employment or professional services with or for any third party.
6. The District contractually retains the right to terminate Superintendent at any time during the term of this Contract for good cause. The term "good cause" includes but is not limited to:
 - a. Failure to fulfill the duties or responsibilities set forth in this Employment Contract;
 - b. Incompetence or inefficiency in the performance of required duties as documented by evaluation or other written communication from the District provided however, the terms and conditions of this paragraph shall not justify

- good cause unless the District has provided the Superintendent a reasonable opportunity to remedy any incompetence or inefficiency;
- c. Failure to comply with the District's policies or regulations;
 - d. Insubordination or failure to comply with lawful written directives from the District;
 - e. Conviction for driving while intoxicated;
 - f. Conviction of a felony or crime involving moral turpitude;
 - g. Conviction for the illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
 - h. Failure to meet the District's written standards of professional conduct;
 - i. Failure to maintain the requirements for superintendent's certification;
 - j. Failure to comply with the District's written professional development requirements;
 - k. Disability, not otherwise protected by law, that significantly impairs performance of the required duties of the Superintendent;
 - l. Assault on an employee or student, proven by clear and convincing evidence;
 - m. Knowingly falsifying records or documents related to the District's activities; and
 - n. Conscious misrepresentation of material facts to the District in the conduct of Fabens Independent School District activities.
7. In the event of termination of this Employment Contract by the District for good cause, the Superintendent shall be afforded both procedural and substantive due process rights and is entitled to written documentation of any factual basis for the termination of this Employment Contract, a full hearing in accordance with state law and Board policy and a right of appeal to the Commissioner of Education pursuant to Texas Law. Nothing herein shall be construed to otherwise limit her legal remedies in the event of termination.

Time

8. Superintendent shall work a 226-day school year. Superintendent shall be entitled to the same nonworking days (including holidays and non-duty days) afforded by the District to other twelve-month-226-day employees. The use, accrual, accumulation, rollover, and carry forward of the Superintendent's nonworking days shall be governed in accordance with District's policies governing nonworking days for all other twelve-month 226-day employees.

Compensation

9. Superintendent shall be paid an annual salary of \$140,000.00 effective February 11, 2019.

10. Salary is payable in installments consistent with Board policies. District shall review and discuss with Superintendent her salary in January of every year, commencing January 2020. The District may, at its discretion, adjust the salary of the Superintendent at the time of said review and discussion, or at any other time, but the Superintendent's salary in each of these years shall not be less than the amount stated in Paragraph 9.

Certification

11. Superintendent represents to School District that she has the proper credentials, qualifications and approvals from applicable governmental authorities under existing state law and regulations to serve as Superintendent of a School District in the State of Texas. In the event Superintendent shall not be qualified to serve in that position, or shall not have the appropriate certificates, credentials or approvals, or for any reasons shall lose or no longer be issued such certificates, qualifications or approvals, this Contract shall become null and void and the District shall no longer be obligated hereunder.

Review of Performance

12. The Board shall evaluate and assess in writing the performance of the Superintendent annually. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description. The evaluation format shall be in accordance with the Board's policies and state and federal law.

Confidentiality

13. 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 District and/or Superintendent from sharing the content of the Superintendent's evaluation with legal counsel.

Reassignment

14. The Superintendent cannot be reassigned from the position of Superintendent to any other position in the District without the Superintendent's written consent.

Board Meetings

15. The Superintendent shall attend, and be permitted to attend, all meetings of the Fabens Independent School District Board of Trustees, both public and closed, with the exception of those closed meetings where the Board desires to meet outside of the presence of the Superintendent. The Board may only excuse the Superintendent from closed meetings when (a) the Superintendent's

Employment Contract, (b) the Superintendent's performance, or (c) other highly sensitive and extraordinary circumstances are at issue.

Criticism, Complaints, and Suggestions

16. Trustees of the District, individually and collectively, shall refer all substantive criticism, complaints and/or suggestions relating to the District to the Superintendent for her study and appropriate action, and the Superintendent shall investigate such matters and inform and/or advise the Trustees of the result of such efforts.

Medical Examinations and Disability

17. District may, at its expense, require Superintendent to take a complete annual medical examination performed by physician(s) mutually agreed upon between Superintendent and District. Superintendent shall execute an appropriate authorization whereby said physician(s) will report the result of said examination(s) to District and Superintendent. If, in the judgment of the Board supported by the physician(s), Superintendent is unable to perform her duties due to mental or physical disability with reasonable accommodations, District shall have the option of immediately terminating this Contract. If the contract is terminated under this paragraph, District shall pay Superintendent her monthly salary for three (3) months following the date of termination, not to exceed the term of this Contract, and, thereafter, District shall not be liable to the Superintendent under this Contract.

Incidental Benefits

18. In addition to the salary provided herein, Superintendent shall receive the sum of \$700.00 per month commencing immediately and continuing during the entire term of this Agreement, as an allowance for travel and other expenses incurred by Superintendent within El Paso County and in connection with conducting School District business and performing duties of Superintendent.
19. The District shall pay 100% of the Superintendent's contribution to the Texas Teacher Retirement System (TRS) either by direct payment to TRS or, in the event the Superintendent makes the contribution, by reimbursement of the amount contributed by the Superintendent. The limit for this amount shall be the limit imposed by TRS.

Health Insurance

20. Superintendent is entitled to participate in any insurance programs provided by the District to any of its employees. The District shall pay the full premiums for the Superintendent's health insurance coverage in an amount not to exceed the

cost of coverage for the Superintendent under TRS ActiveCare, Level 3, or equivalent. Superintendent shall pay her own health insurance premiums in excess of this amount, if applicable. Superintendent's husband/dependents may participate in a District-provided health insurance plan at Superintendent's sole expense.

21. The District shall pay the same premiums for dental and/or vision insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its administrative employees.

Cell Phone Allowance

22. The District shall pay Superintendent a cell phone allowance in the amount of \$107.99 per month (\$1,295.88 per year), but Superintendent shall be solely responsible for all expenses relating to Superintendent's cellular phone. The Superintendent shall maintain a personal account with the cellular telephone service and shall not open an account in the name of the District. The Superintendent shall have sole responsibility for payment of her personal cell phone account and the District shall have no obligation or responsibility related to that account.

Professional Meetings and Growth

23. Other than professional meetings requiring the attendance of Superintendent on behalf of the District, Superintendent shall be entitled to attend at least two professional meetings each year of her own choice, and District shall pay reasonable expenses incurred in the attendance of these professional meetings.
24. The District encourages Superintendent to grow professionally and Superintendent shall be entitled, under this contract, to at least five days for professional growth-related activities. The Superintendent shall notify the President of the Board of Trustees of absences related to these activities. The Superintendent may undertake consulting work, speaking engagements, writing, lecturing, and other professional duties that do not conflict with her professional services to the District or result in any financial cost to the District, subject to Paragraph 5 above.
25. The District shall pay the Superintendent's membership dues to the American Association of School Administrators (AASA) and Texas Association of School Administrators (TASA), as well as other memberships required by the District in order to improve Superintendent's professional skills.

Civic Activities

26. The Superintendent is encouraged to participate in community and civic affairs. The expense of such activities shall be borne by the Superintendent.
27. If the Board requires the Superintendent to participate in a specific community and civic affair(s), the expense of such activities shall be borne by the District.

Indemnity

28. District agrees to defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, judgements, expenses, and attorney's fees incurred in any legal proceedings brought or made against Superintendent in her individual capacity or in her official capacity as Superintendent provided the incident(s) which is (are) the basis of any claim or lawsuit arose while Superintendent was acting within the course and scope of her employment with the District to the extent permitted by State law; provided however, that if the District purchases liability or errors and omissions insurance under which Superintendent is considered an insured or additional insured, then this indemnity obligation shall not apply to any and all claims covered by said insurance policy or policies.

Effect of Termination on Compensation

29. Except for termination in the event of disability as heretofore stated, in the event of termination of this Contract prior to the completion of the term on employment specified herein, Superintendent shall be entitled to the compensation earned by her prior to the date of the termination as provided for in her Contract computed pro rata up to and including that date, as well as accrued sick leave and vacation days accumulated, but shall be entitled to no further compensation or benefits as of the date of termination.

District Benefits

30. Superintendent is eligible for all benefits accruing to other employees of the District under existing policies of the District.

Complete Contract

31. This Contract is the entire Contract between Superintendent and District, and there are no additional rights other than those specified herein. Further, Superintendent and District covenant and contract that there can be no verbal modification of this Contract under any circumstances, and the parties may amend this Contract only by modification of this Contract by written addendum.