



## AMENDED SUPERINTENDENT TERM CONTRACT

This Amended Superintendent Term Contract (the “Contract”) is entered into between the Board of Trustees (the “Board”) of Laredo Independent School District (the “District”) and Dr. Sylvia G. Rios (the “Superintendent”).

WHEREAS, the District and the Superintendent previously entered into a Superintendent’s Term Contract on July 18, 2017; and,

WHEREAS, the District’s Board voted at a duly posted and noticed meeting held on January 24, 2019, to amend the Superintendent Term Contract;

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

1. **Term.** The Board agrees to continue to employ the Superintendent on a twelve-month basis per school year, from the date of execution of this Contract and ending July 16, 2023. The Board, by action of the Board of Trustees, and the consent of the Superintendent (the “Parties”) may extend the term of this Contract.
2. **Certification.** 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.** The Superintendent represents that she has disclosed to the Board, in writing, any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. 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 seven calendar days of the event or any shorter period specified in Board policy.
  - 3.3 **False Statements and Misrepresentations.** The Superintendent represents that any records or information provided in connection with his or her 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 or her duties as follows:

- 4.1 **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.
  - 4.2 **Standard.** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
  - 4.3 **Board Meetings.** The Superintendent shall attend all open meetings of the Board. The Superintendent shall also attend all closed meetings of the Board, unless the Board decides to exclude the Superintendent. If the Superintendent is ill or has obtained the approval of the Board President to be absent from a board meeting, the Superintendent's designee shall attend the meeting in place of the Superintendent.
5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:
- 5.1 **Salary.** The District shall pay the Superintendent an annual salary of TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS AND NO/CENTS (\$235,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
    - (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4023, 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 teacher salaries have been reduced.
    - (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.** The District shall provide benefits to the 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.
  - 5.3 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the District.
  - 5.4 **Professional Organizations.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget, per contract year, an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's

membership dues The District will reimburse the Superintendent for the cost of membership in up to two professional associations and four local community or civic organizations selected by the Superintendent. The District may reimburse the cost of membership in additional professional or civic organizations upon request by the Superintendent and subject to advance Board approval, in its discretion.

5.5 **Insurance.** The District shall pay the same premiums for medical insurance coverage for the Superintendent pursuant to the group health care plan provided by the District as is paid for all District employees.

5.6 **Automobile Allowance.** The District shall provide the Superintendent with an automobile allowance in the sum of SIX HUNDRED DOLLARS AND NO CENTS (\$600.00) per month. This payment is in lieu of mileage expense reimbursement, gasoline, insurance, or other charges associated with such travel.

6. **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.

7. **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.

8. **General Provisions.**

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

8.2 **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.

8.3 **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.

8.4 **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.

8.5 **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.

8.6 **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.

9. **Notices.**

9.1 **To Superintendent.** The Superintendent agrees to keep a current address on file with the District's

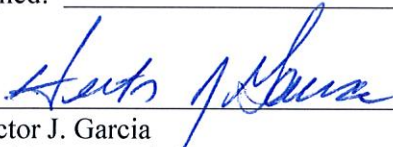
human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

9.2 **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.

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

Superintendent:   
Dr. Sylvia G. Rios

Date signed: \_\_\_\_\_

By:   
Hector J. Garcia  
President, Board of Trustees

Date signed: \_\_\_\_\_