

EMPLOYMENT CONTRACT

THE STATE OF TEXAS

§

COUNTY OF HIDALGO

§

THIS AGREEMENT is made and entered by and between the Board of Trustees (the "Board") of the WESLACO INDEPENDENT SCHOOL DISTRICT (the "District") and Dr. Ruben Alejandro (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter establish and pursuant to Section 11.20 I of the Texas Education Code, have agreed as follows:

**I.
TERM**

1.1 Employment

The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of four (4) years and two (2) days, commencing on May 30, 2012 and ending on May 31, 2016. The District may, by action of the Board, and with consent and approval of the Superintendent, extend the term of this Agreement at any time as permitted by Board policy and applicable law.

1.2 No Right of Tenure

The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

**II.
EMPLOYMENT**

2.1 Duties

The Superintendent agrees to faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description, in Board policy and as may be assigned by the Board, and shall comply with all Board directives, state and federal laws, district policy, rules, and regulations as they exist or may hereafter be adopted or amended. Said duties shall be performed with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties.

2.2 Professional Certification and Records

This Agreement is conditioned on the Superintendent providing the necessary certification and experience records and other records required for the personnel files for payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any misrepresentation may be grounds for dismissal.

2.3 Reassignment

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

III. COMPENSATION

3.1 Salary

The District shall provide the Superintendent with compensation as follows:

An annual base salary of \$210,000.00, not including benefits. This monetary amount should be paid to the Superintendent in installments consistent with the Board's policies.

3.2 Salary Adjustments

At any time during the term of this Agreement, 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 in Section 3.1 of this Agreement.

3.3 Other Benefits

The District shall provide as additional compensation the following:

\$22,500.00 per annum payable in equal monthly installments to be allocated by the Superintendent for employment benefits, expenses, or otherwise at the sole discretion of the Superintendent. Said amount shall be inclusive of Health, Dental and Life Insurance provided to District Employees.

The Superintendent may receive performance pay according to goals set out by Board of Trustees on an annual basis as a result of his evaluation.

3.4 Professional Growth

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 reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board.

3.5 Vacations, Holidays, and Sick Leave

The Superintendent may take 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 in a single period or at different times, at the Superintendent's option. The vacation days taken by the Superintendent will be taken at such time as he desires, taking into consideration the performance of the Superintendent's duties as set forth in the Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelvemonth contracts. The Superintendent is hereby granted the same amount of illness leave as authorized by the Board policies for administrative employees on twelve-month contracts.

IV. REVIEW OF PERFORMANCE

4.1 Time and Basis for Evaluation

The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Agreement in accordance with the Board's policies and applicable law.

4.2 Evaluation Format and Procedure

The evaluation format and procedure shall be in accordance with the Board's policies and applicable law. The Board and Superintendent will approve a new evaluation instrument for use in evaluating the Superintendent during the term of this contract. Such instrument may be modified at any time by the Board in accordance with the Board's policies and applicable law.

V.

RENEWAL/NONRENEWAL

5.1 Renewal/Nonrenewal

Renewal and nonrenewal shall be in accordance with Board policy and applicable law.

VI.

TERMINATION OF EMPLOYMENT CONTRACT

6.1 Mutual Agreement

This Agreement may be terminated by mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

6.2 Death, Retirement

This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

6.3 Dismissal for Good Cause

The Board may dismiss the Superintendent at any time for good cause as determined by the Board of Trustees and in accordance with Board Policy BJCE (LEGAL) and applicable law.

6.4 Termination Procedure

In the event that the Board terminates this Agreement for good cause, the Superintendent shall be afforded all the rights set forth in the Board's policies and applicable laws.

VII.

MISCELLANEOUS

7.1 Controlling Law

This Agreement shall be governed by the laws of the State of Texas and venue shall be proper in Hidalgo County, Texas.

7.2 Amendment

This Contract embodies the entire agreement between the parties and cannot be amended except upon written mutual agreement of the parties.

7.3 Savings Clause

In the event any one or more of the provisions contained in this Agreement 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 Agreement 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 has been superseded by this Agreement, and this contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Agreement.

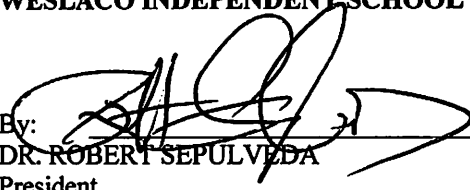
7.4 Conflicts

In the event of any conflict between the terms, conditions, and provisions of the 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.

EXECUTED this the ____ day of _____, 2014.

WESLACO INDEPENDENT SCHOOL DISTRICT

By: 
DR. ROBERT SEPULVEDA
President
Board of Trustees
Weslaco Independent School District

SUPERINTENDENT OF SCHOOLS

By: 
DR. RUBEN ALEJANDRO

ATTEST:

ADRIAN GONZALEZ
Secretary
Board of Trustees
Weslaco Independent School District