

**EDGEWOOD INDEPENDENT SCHOOL DISTRICT**  
**SUPERINTENDENT'S CONTRACT**

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF BEXAR     §

1. THIS IS A CONTRACT (the "Contract") between EDGEWOOD INDEPENDENT SCHOOL DISTRICT, hereinafter sometimes also referred to as "EISD," by and through its Board of Managers, hereinafter sometimes also referred to as "Board," and Dr. Eduardo Hernandez, hereinafter sometimes also referred to as "Superintendent." EISD, the Board, and the Superintendent are also hereinafter referred to individually as "party" and collectively as "parties."

**WITNESSETH:**

2. WHEREAS, the Board desires to provide Dr. Eduardo Hernandez with a written employment contract to employ him as Superintendent of Schools for EISD and set out the terms and conditions of his employment with EISD;

3. NOW, THEREFORE, and for the considerations hereinafter specified, the parties hereby agree as follows:

**TERM AND OFFICE**

4. EISD, as recorded in the minutes of the official meeting of the Board held on June 19, 2018, does hereby employ Dr. Eduardo Hernandez as Superintendent for a term of three (3) years, beginning on **July 1, 2018** and ending on **June 30, 2021**.

5. The Board may, at its sole discretion, consider extension of this Contract at any time during the Contract term. The Board shall consider an extension of this Contract

after completing the Superintendent's annual evaluation. Failure of the Board to extend this Contract shall not constitute nonrenewal under Board policy.

6. 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.

#### **RENEWAL AND NON-RENEWAL OF EMPLOYMENT**

7. The Board shall consider renewal or nonrenewal of the Superintendent's employment with EISD in the last year of the Superintendent's Contract of employment. Non-renewal of employment shall be subject to and comply with the applicable provisions contained in Subchapter E (*Term Contracts*), of Chapter 21, Subtitle D, Title 2, of the Texas Education Code, and Board policy.

#### **CERTIFICATION**

8. The Superintendent shall be certified according to the certification requirements established by the State Board for Educator Certification for the State of Texas. This Contract is conditioned on the Superintendent providing the necessary certification and experience records required for EISD personnel files or payroll purposes according to Board policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Contract void from its inception. Any knowing or conscious material misrepresentation by the Superintendent related to the Superintendent's certification shall be good cause for dismissal. If the Superintendent's certification expires, is canceled or is revoked, this Contract is void.

9. REPRESENTATIONS. The Superintendent makes the following representations:

9.1 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 his 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.

9.2 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, excepting only class "C" misdemeanor traffic offenses. The Superintendent agrees to provide such notification in writing within seven (7) calendar days of the event or any shorter period specified in Board policy.

9.3 False Statements and Misrepresentations: The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any knowing or conscious 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.

### **POWERS, DUTIES AND RESPONSIBILITIES**

10. The Superintendent shall be the chief executive officer, educational leader and administrative manager of EISD and, as such, shall be charged with the responsibilities of performing the duties pertaining to the office of Superintendent, as

prescribed by law, this Contract, Board policy, the job description, and lawful Board directives, as they are currently in force and as they may be hereinafter modified or amended from time to time during the term of the Superintendent's employment with EISD. The Superintendent shall be subject to and comply with the lawfully adopted Board policies, federal and state laws and regulations, the Code of Ethics and Standard Practices for Texas Educators, Texas Professional Standards for Superintendency, and rules and lawful directives of the Board, now in place and as may be modified or amended from time to time during the term of his employment with EISD.

11. The Superintendent shall have the powers and responsibilities necessary to accomplish the efficient administration and supervision of the entire school system. The Superintendent's duties shall include, but shall not necessarily be limited to, those duties as set out in §11.201 of the Texas Education Code, this Contract, Board policy, the official job description for the position, and lawful Board directives, all as may be amended from time to time during the term of the Superintendent's employment with EISD, which duties are specifically incorporated herein and made a part hereof. The Superintendent shall perform all duties with reasonable care, skill, and diligence.

12. In addition to all other rights, duties, and responsibilities conferred on the Superintendent by law, this Contract, Board policy, lawful Board directives, and the job description, the Superintendent shall direct, assign, and reassign the personnel of the school district for the efficient operation and best interest of the school district, including staff for instruction and business affairs. The Superintendent has the sole authority to make recommendations to the Board regarding the selection of personnel. The Board retains final authority for employment of contractual personnel who hold the position

above the level of a campus Principal. In the case of the hiring of a campus Principal, the Superintendent shall inform the Board of the individual that will be hired at a closed session meeting prior to announcement or appointment of such Principal. The Board delegates to the Superintendent final authority to employ all other contractual personnel and employ and dismiss all non-contractual personnel on an at-will basis.

13. The Superintendent shall, from time to time, suggest policy, regulations, rules, and procedures deemed necessary for the well ordering of the school district; and, in general, the Superintendent shall perform all duties incident to the office of the Superintendent, and such other duties as may be lawfully prescribed by the Board. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

14. The Superintendent shall 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 the 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. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

### **REASSIGNMENT**

15. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the EISD. The Superintendent cannot be reassigned from the position of Superintendent to another position without the mutual express written consent of the Superintendent and the Board.

### **CRITICISM, COMPLAINT AND SUGGESTION**

16. Apart from processes in Board policy, the Superintendent shall establish and implement an administrative process for addressing informal complaints, criticisms, and suggestions reported to him and/or his administrative staff. 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 inform the Board of the results of such efforts.

### **EVALUATION OF SUPERINTENDENT**

17. In accordance with state law and Board policy, the Board shall have an evaluation system that provides periodic written evaluations of the Superintendent at annual or more frequent intervals. The Board shall be responsible for establishing an appraisal instrument for the proper evaluation of the Superintendent. The Superintendent shall be involved in developing, selecting, and/or revising the appraisal instrument and process. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. In the event the Board deems that the evaluation instrument, format, and/or procedure is

to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period not to exceed 12 months to demonstrate such expected performance before being evaluated.

18. At least annually, at a closed session of the Board, the Board shall evaluate the Superintendent and provide him with a copy of the completed evaluation and shall discuss its conclusions with him. 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.

#### **PROFESSIONAL GROWTH AND OUTSIDE ACTIVITIES**

19. The Superintendent shall devote his time, attention and energy to the direction and supervision of the school system. The Board encourages, however, the continuing professional growth of the Superintendent through his participation, as the Board and he might decide in light of his responsibilities as Superintendent, in:

- the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations;
- local, state, and national conferences, seminars, and courses offered by public or private institutions, commissions, or committees related to education;
- informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the

Superintendent to perform his professional responsibilities for EISD.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters, and reasonable and necessary fees for travel and subsistence expenses, such as gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent.

#### **ANNUAL PERFORMANCE GOALS**

20. 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. The Board agrees to work with and support the Superintendent in achieving the annual performance goals.

#### **COMPENSATION**

21. Effective upon the beginning of this Contract's term, the Superintendent shall receive, as Compensation for his employment with EISD, an annual salary of TWO HUNDRED AND FIVE THOUSAND DOLLARS (\$205,000.00) (payable in installments of one-twelfth (1/12) of the total annual salary on the last work day of each month for his services rendered during the preceding month or in accordance with the schedule of salary payments in effect for other certified employees, at the option of the Superintendent).



22. The Board may consider an annual salary increase after completing the Superintendent's annual evaluation.

23. At any time during the term of this Contract, the Board may, in its sole 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 paragraph 21.

24. The Superintendent and the Board have agreed for the Superintendent to come to the District and provide administrative planning and leadership transition services prior to the effective date of this Contract between May 24, 2018 and June 28, 2018 ("Consulting Phase"). The District shall compensate the Superintendent for his services during the Consulting Phase on a per-day basis at the daily rate of Nine Hundred Seven Dollars and Eight Cents (\$907.08). The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the performance of the Superintendent's duties during the Consulting Phase. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel to and from the District during the Consulting Phase. 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.

## BUSINESS EXPENSES

25. In addition to the base compensation reflected in Paragraph 21, the Superintendent will receive ONE THOUSAND DOLLARS (\$1,000.00) as an allowance per month during the Superintendent's employment with the EISD to cover the cost of all reasonable and necessary expenses incurred in the continuing performance of the Superintendent's duties under this Contract. This amount shall be classified as salary. This allowance covers, but is not limited to, all travel expenses within EISD, meals and incidental expenses, cellular phone expenses, and home internet and telephone service. No additional allowance will be paid monthly regardless of actual expenses; however, Superintendent shall be reimbursed for travel outside of the District area in accordance with Board Policy, as permitted by state law and as approved by the Board in the annual budget. The Superintendent shall cooperate with EISD external auditors so that the external auditors can perform a complete audit of the Superintendent's expenses on a yearly basis, or as otherwise directed by the Board, and report the audit results to the Board.

26. During the Superintendent's employment with EISD, EISD shall, in accordance with District policies, provide an iPad, laptop, or other portable device (at the Superintendent's choice), that the Superintendent may use for District business and/or incidental personal use. Upon separation from employment, all such equipment must be returned to the District in accordance with District policies.

## **LEAVE AND VACATION**

27. The Superintendent shall be entitled to all the leave benefits applicable to twelve-month administrative employees, as are incident to their employment relationship with EISD and as are provided for by District policy.

28. The Superintendent shall observe the same District holidays as provided by Board policies for administrative employees on twelve-month contracts.

## **INSURANCE**

29. The Superintendent shall be entitled to all benefits applicable to full-time administrative employees, as are incidental to their employment relationship with the District, including leaves, retirement program, and other applicable administrative employee benefits. EISD shall pay all premiums to enroll and maintain the Superintendent in the same EISD health insurance plans offered by EISD to all EISD employees. The Board reserves the right, however, to add, amend and/or rescind any of its policies and/or resolutions at any time during the term of this Contract to reduce or increase EISD benefits, at the Board's sole discretion.

## **MEMBERSHIP IN PROFESSIONAL/SERVICE ORGANIZATIONS**

30. EISD shall pay 100% of the charges associated with Superintendent's membership, annual/quarterly summits, and applicable superintendent academies of the American Association of School Administrators and the Texas Association of School Administrators, as well as other professional dues and/or service club/organization dues/fees as the Superintendent and the Board deem necessary to maintain and improve the Superintendent's professional skills and/or benefit EISD, as permitted by state law and as approved by the Board in the annual budget.

## PROFESSIONAL LIABILITY

31. EISD shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and/or legal proceedings made or brought by third parties against the Superintendent in his individual capacity and/or in his official capacity as agent and employee of EISD; provided, however, 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 his employment with EISD and excluding criminal litigation, and such liability coverage is within the authority of EISD to provide under state law; except, however, that in no case shall individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and/or legal proceedings. The Superintendent hereby agrees to fully cooperate with EISD and its authorized representatives in the handling and defense of such demands, claims, suits, actions and/or legal proceedings, both during and after the term of employment herein, as may be required by EISD. In such case as EISD has agreed to defend the Superintendent, EISD shall engage counsel of its choosing. EISD shall not, however, be required to pay any costs of any proceedings in the event that the Superintendent and EISD or the Board have adverse interests in such demand, claim, suit, action and/or legal proceedings, where the alleged conduct or action of the Superintendent is outside the scope of his employment with EISD. To the extent this Section 32 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 32 shall survive the termination of this Contract.

### **TERMINATION OF EMPLOYMENT DURING TERM**

32. The Superintendent's employment with EISD may be terminated during the term of this Contract, thereby terminating this Contract, by reason of any of the following:

- Mutual agreement of the parties, upon such terms and conditions as may be mutually agreed upon and are considered to be in the best interests of each party;
- Disability of the Superintendent, as herein below set out;
- Retirement of the Superintendent under the Teacher Retirement System of Texas;
- Discharge for good cause as determined by the Board and as further set out below;
- Resignation of the Superintendent, as herein below set out; or
- Death of the Superintendent.

### **DISABILITY BY ILLNESS OR INCAPACITY**

33. Subject to the requirements of the Americans with Disabilities Act and other applicable law, in the event of disability of the Superintendent by illness or incapacity, after the Superintendent's applicable paid leave has been exhausted, compensation to him shall be suspended, but shall be reinstated and prorated after he has returned to employment and undertaken the full discharge of his duties. EISD may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other applicable leave as may be available to employees under the Family and Medical Leave Act, state law, and/or other applicable EISD policy. If termination is before the end of the Contract term, the District

shall employ Chapter 21, subchapter F of the Texas Education Code. All obligations of EISD under this Contract shall cease upon such termination, except as may be otherwise required by law. If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine in the State of Texas, as selected by the Board. The examination shall be done at the expense of EISD. The physician shall limit his report to the issue of whether the Superintendent has a continuing physical or mental incapacity preventing performance of the Superintendent's Contract of employment.

#### **RESIGNATION**

34. The Superintendent may resign and leave the employment of the EISD at the end of the 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 45<sup>th</sup> day before the first day of instruction of the following school year. The Superintendent may resign, with consent of the Board, at any other time.

#### **TERMINATION FOR GOOD CAUSE**

35. The Superintendent may be discharged for good cause as determined by the Board before the completion of the term fixed in this Contract in accordance with Texas Education Code, Chapter 21, and Board policy. At the termination hearing, if the Superintendent desires counsel, the Superintendent shall employ counsel at his expense. Any appeal from the decision of the Board shall be in accordance with state law and the regulations of the Texas Education Agency. In the event the Board terminates 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.

### **SAVINGS CLAUSE**

36. No partial invalidity of the Contract shall affect the remainder, forbearance or indulgence by EISD in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the Superintendent to which the same may apply, except by written consent of the Board.

### **MOVING EXPENSES**

37. EISD shall pay the Superintendent a one-time stipend in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) for all expenses associated with moving the Superintendent, his family and belongings to San Antonio, Texas.

### **MISCELLANEOUS**

38. All previously existing agreements and contracts, oral or written, between the parties hereto respecting the employment of the Superintendent have been merged within this agreement, and this Contract constitutes the entire agreement between the parties. This Contract may not be amended except by written agreement of the parties.

39. Superintendent expressly acknowledges that he sought and received advice as he has deemed necessary or appropriate relative to this Contract, including, but not limited to, seeking the advice of legal counsel. Superintendent acknowledges that he has entered this Contract freely and is knowledgeable about and understands the terms and conditions governing this Contract.


40. Texas law shall govern construction of this Contract.

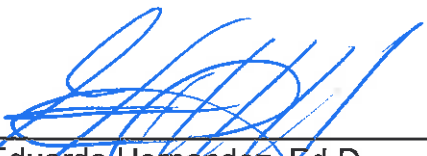
41. This Contract shall be governed by the laws of the State of Texas and shall be performable in Bexar County, Texas, unless otherwise provided by law.

42 In the event of any conflict between the terms, conditions and provisions of this 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** in duplicate originals this 19<sup>th</sup> day of June, 2018.

**EDGEWOOD INDEPENDENT  
SCHOOL DISTRICT**

By:   
\_\_\_\_\_  
Roy Soto  
President, Board of Managers

By:   
\_\_\_\_\_  
Eduardo Hernandez, Ed.D.  
Superintendent

By:   
\_\_\_\_\_  
Stella Camacho  
Secretary, Board of Managers