

**PROGRESO INDEPENDENT SCHOOL DISTRICT**

**SUPERINTENDENT'S CONTRACT**

*STATE OF TEXAS*                    )*(*

*COUNTY OF HIDALGO*            )*(*

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Progreso Independent School District ("District") and Martin Cuellar ("Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E, Texas Education Code, have agreed, and do hereby agree, as follows:

1. The Board agrees to employ the Superintendent for a term of years, beginning on July 22, 2015 and ending August 31, 2017.
2. This Agreement is conditioned on the Superintendent providing the and maintaining all necessary certification records, other records required for district personnel files or payroll purposes according to district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation in the Superintendent's application or its supporting documents may be grounds for dismissal.
3. The Superintendent shall perform all of the duties of Superintendent of Schools for the District as prescribed in state law, district policy and the Superintendent's job description. The Superintendent shall also perform such duties as may be assigned from time to time by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.

**PROGRESO ISD**

Superintendent's Term Employment Contract - 2015

Page 1 of 5

Approved: July 21, 2015

4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties as Superintendent, but may with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.
5. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
  - (a) The Superintendent's salary shall be paid on an annual calendar year basis. For each calendar year of this contract the District shall provide the Superintendent with an annual salary in the sum of One Hundred Fifty Thousand Dollars (\$150,000.00). The full annual salary shall be paid to the Superintendent in equal monthly installments, consistent with the Board's policies.
  - (b) 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 Paragraph 5(a) of this Agreement.
  - (c) Other Benefits.
    - i* *Vacations, Holidays, Sick Leave.* The Superintendent may take, at the Superintendent's choice, 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. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the superintendent's duties as set forth in this Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by board policies for administrative employees on twelve-month contracts.
    - ii. Insurance.* The District shall pay the same premiums for hospitalization, major medical, dental insurance and/or life insurance coverage for Superintendent pursuant to the group health care or other

**PROGRESO ISD**

Superintendent's Term Employment Contract - 2015

Page 2 of 5

Approved: July 21, 2015

insurance plan(s) provided by the District for its administrative employees.

iii. *Association Membership.* The District will pay directly, or reimburse the Superintendent, upon suitable proof of payment, for the costs of the Superintendent's membership in the Texas Association of School Administrators and the American Association of School Administrators. Where such dues are for periods outside the term of this contract, those dues shall be prorated.

iv. *Local Travel Allowance.* The District will pay the Superintendent a Local Travel Allowance in lieu of automobile mileage or fuel cost reimbursement in the amount of Two Hundred Fifty Dollars (\$250.00) per month in lieu of paying mileage and/or other incidental automobile expenses expended within the District and/or within the boundaries of the Region One Education Service Center. For travel outside the boundaries of the Region One Education Service Center, the Superintendent shall be reimbursed in accordance with the provisions of the District's employee travel policy.

6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
7. The Board, pursuant to this contract and Board policy, delegates to the Superintendent the sole authority to appoint all personnel for the school district. In the event there is any contradiction between the provisions of this paragraph and Board Policy, the provisions of this contract and this paragraph in particular, shall be controlling.
8. Not less than annually during the term of this contract, the Board shall conduct in accordance with the Texas Education Code, an evaluation of the Superintendent. The Board shall evaluate and assess, in writing, the Superintendent's performance using the criteria and an evaluation process approved by the Board.
9. The Superintendent shall not receive any financial benefit for personal services performed for any business entity that conducts or solicits business with the District.
10. Any financial benefit received by the Superintendent for performing personal services for any other entity, including a school district, open-enrollment charter school,

**PROGRESO ISD**

Superintendent's Term Employment Contract - 2015

Page 3 of 5

Approved: July 21, 2015

regional education service center, or public or private institution of higher education, must be approved by the Board on a case-by-case basis in an open meeting.

11. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas Education Code Sections 21.211, 21.212(d), and Board policy. The Parties to this contract specifically agree that any lapse in the continuous certification of the Superintendent during the term of this agreement shall constitute good cause for the termination of this agreement under Chapter 21 of the Texas Education Code, even if a Superintendent's certificate has been obtained after any lapse.
12. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.
13. The Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions.
14. Renewal or nonrenewal of this Agreement shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy.
15. At any time during the contract term, the Board may, in its discretion, reissue the contract for an extended term. Failure to reissue the contract for an extended term shall not constitute nonrenewal under Board policy.
16. The Superintendent may leave the employment of the District at the end of a 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 45th day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.
17. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
18. The District agrees that it shall defend Superintendent in any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation. The Board shall provide public liability insurance for the Superintendent in order to cover legal expenses in defense of claims and

**PROGRESO ISD**

Superintendent's Term Employment Contract - 2015

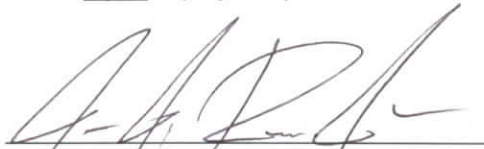
Page 4 of 5

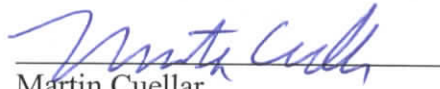
Approved: July 21, 2015

payment of judgments resulting from his functioning as Superintendent. In the event the Board does not provide insurance, a legal defense for the Superintendent will be provided by the District.

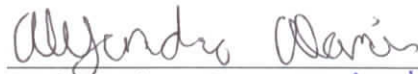
19. The Superintendent may attend professional meetings at the local and state levels, the expenses of said attendance to be paid by the District. The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.
20. In the event 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 have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.

Signed this 21<sup>st</sup> day of July 2015.

  
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Juan J. Ramos, Jr., President  
Progreso Independent School District  
Board of Trustees

  
\_\_\_\_\_  
Martin Cuellar  
Superintendent  
Progreso Independent School District

Attest:

  
\_\_\_\_\_  
Raul Martinez, Secretary *Alejandro Alvarez, VP.*  
Progreso Independent School District  
Board of Trustees

**PROGRESO ISD**

Superintendent's Term Employment Contract - 2015

Page 5 of 5

Approved: July 21, 2015