

Last Name	First Name	Job Title	Pay Amount
Sayavedra	Diana	Superintendent	320,000
Sheffield	Vincent	Deputy Superintendent Administration	217,042
Carmona	Marta	Deputy Superintendent Academics	200,475
Chavira	Manuel	Chief Police Services	128,406
Macias	Marivel	Chief of Organizational Transformation and Equity	174,395
Aguirre	Martha	Chief Financial Officer	171,274
Kennedy	Jacqueline	Chief Academic Officer	158,636
Gonzales	Carla	Chief Schools Officer	175,942
Nathan	Glenn	Assistant Superintendent Student Services	132,493
Garcia	Blanca	Assistant Superintendent Schools	146,610
Paz	Mark	Assistant Superintendent Schools	134,900
Torres	Anna	Assistant Superintendent Schools	146,610
Tovar	Nancy	Assistant Superintendent Schools	146,610
Verduzco	Manuel	Assistant Superintendent Information Security and Technology	149,042
Cabrera	Juan	Superintendent	348,827
Arrieta-Candelaria	Carmen	Deputy Superintendent Finance and Operations	195,000
Garcia	Blanca	Area Superintendent	123,929
Gonzales	Carla	Area Superintendent	123,929
Sheffield	Vincent	Deputy Superintendent-Administration	167,369
Araiza	William	Chief Police Services	103,865
Blaine	Karen	Chief Academic & Innovation Officer	129,920
Landin	Taryn	Chief School Officer	138,500
Lopez	Jose	Chief of Staff	104,982

Superintendent Term Contract

This Contract ("Contract") is entered into between the Board of Trustees (the "Board") of El Paso Independent School District (the "District") and Diana Sayavedra (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent for a term of three (3) years beginning January 3, 2022 and ending January 3, 2025. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
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:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his or her 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.
 - 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 for any felony, any offense involving moral turpitude, and any offenses set forth in Policy DH (Local). The Superintendent agrees to provide such notification in writing within the 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 in the job description, in Board policy, by law (including Section 11.201(d) of the Education Code) and as may be lawfully assigned by 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 may not undertake consulting work or any other type of outside employment while employed by the District. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended, including, but not limited to, the following Board policies related to the evaluation of the Superintendent (BJCD), vendor relations (CHE), conflicts of interest (DBD), and disposal of District property (CI and CDB).

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 SEVENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$277,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Education Code Sections 21.4021 and/or 21.4032 as set forth below.

(a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, 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:** In addition to the benefits expressly set forth herein, the District shall provide other 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 such other 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 to the Texas Association of School Administrators and one other professional organization selected by the Superintendent.

- 5.5 **Residence in District.** The Superintendent shall have until June 30, 2022 to establish a residence in the District. As a condition of employment with the El Paso Independent School District, the Superintendent shall reside within the geographic boundaries of the District at all other times while employed by the District.
 - 5.6 **Relocation/Moving Expenses.** The District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving the Superintendent, his/her family and personal possessions to El Paso, Texas, up to a maximum amount of TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00). The Superintendent shall document all expenses with receipts, canceled checks or credit card statements.
 - 5.7 **Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel. 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.
 - 5.8 **TRS Supplement.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") beginning on the first day of the Term and continuing throughout the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.
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.
- 8.7 Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's local 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 local policies or any such permissive law during the term of the 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.

10. **Employment.**

10.1 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

10.2 **Board Meetings.** The Superintendent has the duty but not the right to attend all meetings of the Board, both public and closed, except for 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 may attend such meetings if approved by the Board. Further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.


10.3 **Liability Insurance.** The District's Professional Liability insurance policy provides coverage for the Superintendent, as set forth in the policy, and this policy or one with similar coverage will be kept in full force and effect during the term of this Contract. The Superintendent shall fully cooperate with the District in the defense of any and all claims, demands, suits, actions and legal proceedings brought against the District, including matters arising after the term of this Contract expires but which relate to events occurring during the Superintendent's employment with the District.

13. **Authority.** The Board President has been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on 12/8/2021.

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

Superintendent 
Diana Sayavedra

Date signed: 12/8/2021

By: 
Al Vejarde, President
El Paso ISD Board of Trustees

Date signed: 12-8-2021

EL PASO INDEPENDENT SCHOOL DISTRICT

P.O.Box 20100

El Paso, TX 79998

ONE-YEAR TERM CONTRACT

Certified Administrator or Professional

1. **Position.** The District agrees to employ Vincent A Sheffield (you), and you accept employment on the following terms and conditions:
2. **Term.** You will be employed on a 12 month basis for the 2022-2023 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date each school year, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local). You agree to provide the notification within the time period specified in Board policy, or within three calendar days if no time period is specified.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5 **Duties.**

- 5.1 **General Standard.** You agree to perform the duties of your position assigned, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.
- 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.
- 5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in your assigned position. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. **Compensation.**

- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities and tasks, even if you work more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or instructional school calendar) during the contract period, than the number of "days" associated with your position on a duty schedule, salary schedule, job description or similar document. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
- 6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
- 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
- 6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.
- 6.5 **Overpayments.** You agree to repay to the District any overpayment made to you by the District whether such overpayment is made before, during, or after the term of this Contract. You disclaim any right or entitlement to any payment of salary, other compensation, or any other payment, over and above the amount actually earned by you, regardless of any mistake, negligence or fault (or lack thereof) by either the District or you. You agree that the District may deduct any overpayments to you, subject to Texas Education Code § 31.104(e), and any other debt that you may owe the District, from one or more of your paychecks. The District may also use any other legal means, including litigation if necessary, to recover any amount overpaid by the District to you, or otherwise owing by you to the District. In any such litigation, the District shall be entitled to receive judgment in the full amount of the overpayment, plus prejudgment interest, attorney's fees and court costs.

6.6 Benefits. The District shall provide you with benefits as provided by state law and Board policy. The District 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.

7. Other Provisions.

7.1 Equipment and Reports. You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 Special Funding. If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination and Nonrenewal of Contract.

9.1 Termination of Contract. This Contract will terminate in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that good cause or financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).

9.2 Nonrenewal. The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

10. General Provisions.

10.1 Amendment. This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 Severability. If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 Entire Agreement. This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.

11. Notice to Employee. You agree to keep a current address on file with the District' s Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** The offer of employment under this contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before 06-02-2022. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By:



Diana Sayavedra
Superintendent

Date signed: 05-18-2022

EL PASO INDEPENDENT SCHOOL DISTRICT
P.O. Box 20100
El Paso, TX 79998
ONE-YEAR PROBATIONARY CONTRACT
Certified Administrator or Professional

2022 AUG 23 PM 1:01

1. **Position.** The District agrees to employ MARTA CARMONA and you accept employment on the following terms and conditions:
2. **Term.** You will be employed on a 12 month basis for the 2022-2023 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date under this Contract, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit, or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee, in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any other offense listed at 19 Tex. Administrative Code § 249.16(c) or Policy DH(Local). You agree to provide the notification within the time period specified in Board policy or within three calendar days if no time period is specified.

4.3 False Statements and Misrepresentations. You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. Duties.

5.1 General Standard. You agree to perform the duties of your assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.

5.2 Rules. You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.

5.3 Assignment/Reassignment. You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.

5.4 Supplemental Duty. A *supplemental duty* is a duty not included in your assigned position. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. Compensation.

6.1 Salary. The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities, and tasks, even if you work more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or instructional school calendar) during the contract period, than the number of "days" associated with your position on a duty schedule, salary schedule, job description or similar document. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.

6.2 Furloughs. If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

6.3 Annualized Salary. Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.

6.4 Incentive and Performance Pay. If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive performance payment is not an entitlement as part of your salary.

6.5 Overpayments. You agree to repay to the District any overpayment made to you by the District whether such overpayment is made before, during, or after the term of this Contract. You disclaim any right or entitlement to any payment of salary, other compensation, or any other payment, over and above the amount actually earned by you, regardless of any mistake, negligence or fault (or lack thereof) by either the District or you. You agree that the District may deduct any overpayments to you, subject to Texas Education Code § 31.104(e), and any other debt that you may owe the District, from one or more of your paychecks. The District may also use any other legal means, including litigation if necessary, to recover any amount overpaid by the District to you, or otherwise owing by you to the District. In any such litigation, the District shall be entitled to receive judgment in the full amount of the overpayment, plus prejudgment interest, attorney's fees and court costs.

6.6 Benefits. The District shall provide you with benefits as provided by state law and Board policy. The District 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.

7. Other Provisions.

7.1 Equipment and Reports. You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 Special Funding. If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination of Contract. This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that termination of your Contract at the end of the contract period will serve the best interests of the District, or if the Board determines that good cause, or financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.105).

10. **General Provisions.**

10.1 **Amendment.** This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 **Severability.** If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 **Entire Agreement.** This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 **Applicable Law.** Texas law shall govern construction of this Contract.

11. **Notice to Employee.** You agree to keep a current address on file with the District's Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** The offer of employment under this Contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before September 6, 2022. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee  Date signed: 8-23-22

El Paso Independent School District



Diana Sayavedra
Superintendent

Date signed: August 22, 2022

EL PASO INDEPENDENT SCHOOL DISTRICT
P.O.Box 20100
El Paso, TX 79998
ONE-YEAR PROBATIONARY CONTRACT
Certified Administrator or Professional

1. **Position.** The District agrees to employ Marivel N Macias (you), and you accept employment on the following terms and conditions:
2. **Term.** You will be employed on a 12 month basis for the 2022-2023 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date under this Contract, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit, or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee, in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any other offense listed at 19 Tex. Administrative Code § 249.16(c) or Policy DH(Local). You agree to provide the notification within the time period specified in Board policy or within three calendar days if no time period is specified.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. **Duties.**

- 5.1 **General Standard.** You agree to perform the duties of your assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.
- 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.
- 5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in your assigned position. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. **Compensation.**

- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities, and tasks, even if you work more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or instructional school calendar) during the contract period, than the number of "days" associated with your position on a duty schedule, salary schedule, job description or similar document. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
- 6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
- 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
- 6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive performance payment is not an entitlement as part of your salary.
- 6.5 **Overpayments.** You agree to repay to the District any overpayment made to you by the District whether such overpayment is made before, during, or after the term of this Contract. You disclaim any right or entitlement to any payment of salary, other compensation, or any other payment, over and above the amount actually earned by you, regardless of any mistake, negligence or fault (or lack thereof) by either the District or you. You agree that the District may deduct any overpayments to you, subject to Texas Education Code § 31.104(e), and any other debt that you may owe the District, from one or more of your paychecks. The District may also use any other legal means, including litigation if necessary, to recover any amount overpaid by the District to you, or otherwise owing by you to the District. In any such litigation, the District shall be entitled to receive judgment in the full amount of the overpayment, plus prejudgment interest, attorney's fees and court costs.

6.6 **Benefits.** The District shall provide you with benefits as provided by state law and Board policy. The District 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.

7. **Other Provisions.**

7.1 **Equipment and Reports.** You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 **Special Funding.** If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

8. **Suspension.** In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. **Termination of Contract.** This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that termination of your Contract at the end of the contract period will serve the best interests of the District, or if the Board determines that good cause, or financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.105).

10. **General Provisions.**

10.1 **Amendment.** This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 **Severability.** If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 **Entire Agreement.** This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 **Applicable Law.** Texas law shall govern construction of this Contract.

11. **Notice to Employee.** You agree to keep a current address on file with the District' s Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** The offer of employment under this Contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before **06-24-2022**. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By:

A handwritten signature in black ink that reads "Diana Sayavedra". The signature is written in a cursive style with a large initial 'D'.

Diana Sayavedra
Superintendent

Date signed: 06-14-2022

EL PASO INDEPENDENT SCHOOL DISTRICT
P.O. Box 20100
El Paso, TX 79998
ONE-YEAR PROBATIONARY CONTRACT
Certified Administrator or Professional



1. **Position.** The District agrees to employ JACQUELINE ENITA KENNEDY and you accept employment on the following terms and conditions:
2. **Term.** You will be employed on a 12 month basis for the 2022-2023 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date under this Contract, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit, or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee, in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any other offense listed at 19 Tex. Administrative Code § 249.16(c) or Policy DH(Local). You agree to provide the notification within the time period specified in Board policy or within three calendar days if no time period is specified.

4.3 False Statements and Misrepresentations. You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. Duties.

5.1 General Standard. You agree to perform the duties of your assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.

5.2 Rules. You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.

5.3 Assignment/Reassignment. You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.

5.4 Supplemental Duty. A *supplemental duty* is a duty not included in your assigned position. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. Compensation.

6.1 Salary. The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities, and tasks, even if you work more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or instructional school calendar) during the contract period, than the number of "days" associated with your position on a duty schedule, salary schedule, job description or similar document. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.

6.2 Furloughs. If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

6.3 Annualized Salary. Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.

6.4 Incentive and Performance Pay. If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive performance payment is not an entitlement as part of your salary.

6.5 Overpayments. You agree to repay to the District any overpayment made to you by the District whether such overpayment is made before, during, or after the term of this Contract. You disclaim any right or entitlement to any payment of salary, other compensation, or any other payment, over and above the amount actually earned by you, regardless of any mistake, negligence or fault (or lack thereof) by either the District or you. You agree that the District may deduct any overpayments to you, subject to Texas Education Code § 31.104(e), and any other debt that you may owe the District, from one or more of your paychecks. The District may also use any other legal means, including litigation if necessary, to recover any amount overpaid by the District to you, or otherwise owing by you to the District. In any such litigation, the District shall be entitled to receive judgment in the full amount of the overpayment, plus prejudgment interest, attorney's fees and court costs.

6.6 Benefits. The District shall provide you with benefits as provided by state law and Board policy. The District 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.

7. Other Provisions.

7.1 Equipment and Reports. You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 Special Funding. If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination of Contract. This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that termination of your Contract at the end of the contract period will serve the best interests of the District, or if the Board determines that good cause, or financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.105).

10. General Provisions.

10.1 Amendment. This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 Severability. If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 Entire Agreement. This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.

11. Notice to Employee. You agree to keep a current address on file with the District's Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. Expiration of Offer. The offer of employment under this Contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before July 21, 2022. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee:  Date signed: 07-07-2022
El Paso Independent School District



Diana Sayavedra
Superintendent

Date signed: July 7, 2022

EL PASO INDEPENDENT SCHOOL DISTRICT

P.O.Box 20100

El Paso, TX 79998

ONE-YEAR TERM CONTRACT

Certified Administrator or Professional

1. **Position.** The District agrees to employ Carla L Gonzales (you), and you accept employment on the following terms and conditions:
2. **Term.** You will be employed on a 12 month basis for the 2022-2023 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date each school year, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local). You agree to provide the notification within the time period specified in Board policy, or within three calendar days if no time period is specified.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5 Duties.

- 5.1 **General Standard.** You agree to perform the duties of your position assigned, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.
- 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.
- 5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in your assigned position. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. Compensation.

- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities and tasks, even if you work more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or instructional school calendar) during the contract period, than the number of "days" associated with your position on a duty schedule, salary schedule, job description or similar document. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
- 6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
- 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
- 6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.
- 6.5 **Overpayments.** You agree to repay to the District any overpayment made to you by the District whether such overpayment is made before, during, or after the term of this Contract. You disclaim any right or entitlement to any payment of salary, other compensation, or any other payment, over and above the amount actually earned by you, regardless of any mistake, negligence or fault (or lack thereof) by either the District or you. You agree that the District may deduct any overpayments to you, subject to Texas Education Code § 31.104(e), and any other debt that you may owe the District, from one or more of your paychecks. The District may also use any other legal means, including litigation if necessary, to recover any amount overpaid by the District to you, or otherwise owing by you to the District. In any such litigation, the District shall be entitled to receive judgment in the full amount of the overpayment, plus prejudgment interest, attorney's fees and court costs.

6.6 Benefits. The District shall provide you with benefits as provided by state law and Board policy. The District 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.

7. Other Provisions.

7.1 Equipment and Reports. You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 Special Funding. If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination and Nonrenewal of Contract.

9.1 Termination of Contract. This Contract will terminate in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that good cause or financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).

9.2 Nonrenewal. The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

10. General Provisions.

10.1 Amendment. This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 Severability. If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 Entire Agreement. This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.

11. Notice to Employee. You agree to keep a current address on file with the District' s Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** The offer of employment under this contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before 06-02-2022. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By:



Diana Sayavedra
Superintendent

Date signed: 05-18-2022

EL PASO INDEPENDENT SCHOOL DISTRICT
P.O.Box 20100
El Paso, TX 79998
ONE-YEAR PROBATIONARY CONTRACT
Certified Administrator or Professional

1. **Position.** The District agrees to employ Glenn A Nathan (you), and you accept employment on the following terms and conditions:
2. **Term.** You will be employed on a 12 month basis for the 2022-2023 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date under this Contract, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit, or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee, in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any other offense listed at 19 Tex. Administrative Code § 249.16(c) or Policy DH(Local). You agree to provide the notification within the time period specified in Board policy or within three calendar days if no time period is specified.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. **Duties.**

- 5.1 **General Standard.** You agree to perform the duties of your assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.
- 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.
- 5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in your assigned position. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. **Compensation.**

- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities, and tasks, even if you work more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or instructional school calendar) during the contract period, than the number of "days" associated with your position on a duty schedule, salary schedule, job description or similar document. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
- 6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
- 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
- 6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive performance payment is not an entitlement as part of your salary.
- 6.5 **Overpayments.** You agree to repay to the District any overpayment made to you by the District whether such overpayment is made before, during, or after the term of this Contract. You disclaim any right or entitlement to any payment of salary, other compensation, or any other payment, over and above the amount actually earned by you, regardless of any mistake, negligence or fault (or lack thereof) by either the District or you. You agree that the District may deduct any overpayments to you, subject to Texas Education Code § 31.104(e), and any other debt that you may owe the District, from one or more of your paychecks. The District may also use any other legal means, including litigation if necessary, to recover any amount overpaid by the District to you, or otherwise owing by you to the District. In any such litigation, the District shall be entitled to receive judgment in the full amount of the overpayment, plus prejudgment interest, attorney's fees and court costs.

6.6 Benefits. The District shall provide you with benefits as provided by state law and Board policy. The District 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.

7. Other Provisions.

7.1 Equipment and Reports. You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 Special Funding. If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination of Contract. This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that termination of your Contract at the end of the contract period will serve the best interests of the District, or if the Board determines that good cause, or financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.105).

10. General Provisions.

10.1 Amendment. This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 Severability. If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 Entire Agreement. This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.

11. Notice to Employee. You agree to keep a current address on file with the District's Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. Expiration of Offer. The offer of employment under this Contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before **02-11-2023**. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By:

A handwritten signature in black ink that reads "Diana Sayavedra". The signature is written in a cursive style with a large initial 'D'.

Diana Sayavedra
Superintendent

Date signed: 02-01-2023

EL PASO INDEPENDENT SCHOOL DISTRICT

P.O.Box 20100

El Paso, TX 79998

ONE-YEAR TERM CONTRACT

Certified Administrator or Professional

1. **Position.** The District agrees to employ Blanca E Garcia (you), and you accept employment on the following terms and conditions:
2. **Term.** You will be employed on a 12 month basis for the 2022-2023 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date each school year, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local). You agree to provide the notification within the time period specified in Board policy, or within three calendar days if no time period is specified.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5 **Duties.**

- 5.1 **General Standard.** You agree to perform the duties of your position assigned, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.
- 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.
- 5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in your assigned position. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. **Compensation.**

- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities and tasks, even if you work more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or instructional school calendar) during the contract period, than the number of "days" associated with your position on a duty schedule, salary schedule, job description or similar document. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
- 6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
- 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
- 6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.
- 6.5 **Overpayments.** You agree to repay to the District any overpayment made to you by the District whether such overpayment is made before, during, or after the term of this Contract. You disclaim any right or entitlement to any payment of salary, other compensation, or any other payment, over and above the amount actually earned by you, regardless of any mistake, negligence or fault (or lack thereof) by either the District or you. You agree that the District may deduct any overpayments to you, subject to Texas Education Code § 31.104(e), and any other debt that you may owe the District, from one or more of your paychecks. The District may also use any other legal means, including litigation if necessary, to recover any amount overpaid by the District to you, or otherwise owing by you to the District. In any such litigation, the District shall be entitled to receive judgment in the full amount of the overpayment, plus prejudgment interest, attorney's fees and court costs.

6.6 Benefits. The District shall provide you with benefits as provided by state law and Board policy. The District 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.

7. Other Provisions.

7.1 Equipment and Reports. You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 Special Funding. If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination and Nonrenewal of Contract.

9.1 Termination of Contract. This Contract will terminate in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that good cause or financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).

9.2 Nonrenewal. The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

10. General Provisions.

10.1 Amendment. This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 Severability. If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 Entire Agreement. This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.

11. Notice to Employee. You agree to keep a current address on file with the District' s Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** The offer of employment under this contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before 06-02-2022. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By:



Diana Sayavedra
Superintendent

Date signed: 05-18-2022

EL PASO INDEPENDENT SCHOOL DISTRICT

P.O.Box 20100

El Paso, TX 79998

ONE-YEAR TERM CONTRACT

Certified Administrator or Professional

1. **Position.** The District agrees to employ Mark A Paz (you), and you accept employment on the following terms and conditions:
2. **Term.** You will be employed on a 12 month basis for the 2022-2023 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date each school year, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local). You agree to provide the notification within the time period specified in Board policy, or within three calendar days if no time period is specified.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5 **Duties.**

- 5.1 **General Standard.** You agree to perform the duties of your position assigned, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.
- 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.
- 5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in your assigned position. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. **Compensation.**

- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities and tasks, even if you work more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or instructional school calendar) during the contract period, than the number of "days" associated with your position on a duty schedule, salary schedule, job description or similar document. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
- 6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
- 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
- 6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.
- 6.5 **Overpayments.** You agree to repay to the District any overpayment made to you by the District whether such overpayment is made before, during, or after the term of this Contract. You disclaim any right or entitlement to any payment of salary, other compensation, or any other payment, over and above the amount actually earned by you, regardless of any mistake, negligence or fault (or lack thereof) by either the District or you. You agree that the District may deduct any overpayments to you, subject to Texas Education Code § 31.104(e), and any other debt that you may owe the District, from one or more of your paychecks. The District may also use any other legal means, including litigation if necessary, to recover any amount overpaid by the District to you, or otherwise owing by you to the District. In any such litigation, the District shall be entitled to receive judgment in the full amount of the overpayment, plus prejudgment interest, attorney's fees and court costs.

6.6 Benefits. The District shall provide you with benefits as provided by state law and Board policy. The District 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.

7. Other Provisions.

7.1 Equipment and Reports. You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 Special Funding. If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination and Nonrenewal of Contract.

9.1 Termination of Contract. This Contract will terminate in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that good cause or financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).

9.2 Nonrenewal. The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

10. General Provisions.

10.1 Amendment. This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 Severability. If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 Entire Agreement. This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.

11. Notice to Employee. You agree to keep a current address on file with the District' s Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** The offer of employment under this contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before 06-02-2022. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By:



Diana Sayavedra
Superintendent

Date signed: 05-18-2022

EL PASO INDEPENDENT SCHOOL DISTRICT
P.O.Box 20100
El Paso, TX 79998
ONE-YEAR TERM CONTRACT
Certified Administrator or Professional

1. **Position.** The District agrees to employ Anna M Torres (you), and you accept employment on the following terms and conditions:
2. **Term.** You will be employed on a 12 month basis for the 2022-2023 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date each school year, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local). You agree to provide the notification within the time period specified in Board policy, or within three calendar days if no time period is specified.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5 Duties.

- 5.1 **General Standard.** You agree to perform the duties of your position assigned, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.
- 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.
- 5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in your assigned position. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. Compensation.

- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities and tasks, even if you work more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or instructional school calendar) during the contract period, than the number of "days" associated with your position on a duty schedule, salary schedule, job description or similar document. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
- 6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
- 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
- 6.4 **Incentive and Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.
- 6.5 **Overpayments.** You agree to repay to the District any overpayment made to you by the District whether such overpayment is made before, during, or after the term of this Contract. You disclaim any right or entitlement to any payment of salary, other compensation, or any other payment, over and above the amount actually earned by you, regardless of any mistake, negligence or fault (or lack thereof) by either the District or you. You agree that the District may deduct any overpayments to you, subject to Texas Education Code § 31.104(e), and any other debt that you may owe the District, from one or more of your paychecks. The District may also use any other legal means, including litigation if necessary, to recover any amount overpaid by the District to you, or otherwise owing by you to the District. In any such litigation, the District shall be entitled to receive judgment in the full amount of the overpayment, plus prejudgment interest, attorney's fees and court costs.

6.6 Benefits. The District shall provide you with benefits as provided by state law and Board policy. The District 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.

7. Other Provisions.

7.1 Equipment and Reports. You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 Special Funding. If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination and Nonrenewal of Contract.

9.1 Termination of Contract. This Contract will terminate in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that good cause or financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).

9.2 Nonrenewal. The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

10. General Provisions.

10.1 Amendment. This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 Severability. If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 Entire Agreement. This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.

11. Notice to Employee. You agree to keep a current address on file with the District' s Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** The offer of employment under this contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before 06-02-2022. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By:



Diana Sayavedra
Superintendent

Date signed: 05-18-2022

EL PASO INDEPENDENT SCHOOL DISTRICT
P.O.Box 20100
El Paso, TX 79998
ONE-YEAR TERM CONTRACT
Certified Administrator or Professional

1. **Position.** The District agrees to employ Nancy E Tovar (you), and you accept employment on the following terms and conditions:
2. **Term.** You will be employed on a 12 month basis for the 2022-2023 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.
3. **Credentials and Criminal History Review.**
 - 3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date each school year, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.
4. **Representations.**
 - 4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local).
 - 4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(Local). You agree to provide the notification within the time period specified in Board policy, or within three calendar days if no time period is specified.
 - 4.3 **False Statements and Misrepresentations.** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5 **Duties.**

- 5.1 **General Standard.** You agree to perform the duties of your position assigned, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.
- 5.2 **Rules.** You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.
- 5.3 **Assignment/Reassignment.** You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.
- 5.4 **Supplemental Duty.** A *supplemental duty* is a duty not included in your assigned position. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. **Compensation.**

- 6.1 **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned duties, responsibilities and tasks, even if you work more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or instructional school calendar) during the contract period, than the number of "days" associated with your position on a duty schedule, salary schedule, job description or similar document. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
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- 6.3 **Annualized Salary.** Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.
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- 6.5 **Overpayments.** You agree to repay to the District any overpayment made to you by the District whether such overpayment is made before, during, or after the term of this Contract. You disclaim any right or entitlement to any payment of salary, other compensation, or any other payment, over and above the amount actually earned by you, regardless of any mistake, negligence or fault (or lack thereof) by either the District or you. You agree that the District may deduct any overpayments to you, subject to Texas Education Code § 31.104(e), and any other debt that you may owe the District, from one or more of your paychecks. The District may also use any other legal means, including litigation if necessary, to recover any amount overpaid by the District to you, or otherwise owing by you to the District. In any such litigation, the District shall be entitled to receive judgment in the full amount of the overpayment, plus prejudgment interest, attorney's fees and court costs.

6.6 Benefits. The District shall provide you with benefits as provided by state law and Board policy. The District 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.

7. Other Provisions.

7.1 Equipment and Reports. You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 Special Funding. If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination and Nonrenewal of Contract.

9.1 Termination of Contract. This Contract will terminate in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that good cause or financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210).

9.2 Nonrenewal. The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

10. General Provisions.

10.1 Amendment. This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 Severability. If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 Entire Agreement. This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.

11. Notice to Employee. You agree to keep a current address on file with the District's Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. **Expiration of Offer.** The offer of employment under this contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before 06-02-2022. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By:



Diana Sayavedra
Superintendent

Date signed: 05-18-2022

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This agreement ("Contract") is made and entered into by and between the Board of Managers ("Board") of the El Paso Independent School District ("District") and its successors and assigns and Juan Cabrera ("Superintendent").

WITNESSETH

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms herein established and pursuant to Chapter 21 and Section 11.201 of the Texas Education Code and the general laws of the State of Texas, have agreed and do hereby agree as follows:

1. TERM

1.1 The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term of five (5) years, commencing on September 16, 2014, and ending on September 2, 2019. For purposes of Compensation and Salary under Section 3 below, the contract year shall be from July 1 through June 30. The Board may, with the consent and approval of the Superintendent, extend the term of this contract as permitted by state law. However, there is no requirement or duty for the Board to extend this contract.

2. EMPLOYMENT

2.1 Duties. The Superintendent is the chief executive officer of the District and educational leader of the District and shall administer the School District and shall faithfully perform the duties of the Superintendent of Schools for the District in accordance with Board Policies including, but not limited to Policy BJA (LEGAL) and BJA (LOCAL) and as may be lawful assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereinafter be adopted or amended and in conformance with the provisions of Tex. Educ. Code § 11.201, as it may be amended from time to time, it shall be the duty of the Superintendent or his designee to:

- (a) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;
- (b) Assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent, subject to legal and Board policy provisions applicable to the internal auditor;
- (c) Oversee compliance with the standards for school facilities established by the Commissioner;

- (d) Initiate the proposed termination or suspension of an employee's employment or the proposed nonrenewal of an employee's term contract, subject to legal and Board policy provisions applicable to the internal auditor;
- (e) Manage the day-to-day operation of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of District operation;
- (f) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year and administer the budget;
- (g) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies;
- (h) Develop or cause to be developed appropriate administrative regulations to implement policies adopted by the Board;
- (i) Provide leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators by the Texas Commissioner of Education or the District's Board of Trustees;
- (j) Organize the District's central administration;
- (k) Communicate and collaborate with all members of the Board;
- (l) Consult with the District-level committee;
- (m) Ensure:
 - (1) Adoption of a student code of conduct and enforcement of that code of conduct; and
 - (2) Adoption and enforcement of other student disciplinary rules and procedures as necessary;
- (n) Submit reports as required by state or federal law, rule, or regulations;
- (o) Submit reports as requested by Board of Trustees;
- (p) Provide joint leadership with the Board of Trustees to ensure that the responsibilities of the Board and Superintendent team are carried out;
- (q) Perform any other duties lawfully assigned by action of the Board of Trustees.
- (r) Advocate for the high achievement of all District students;
- (s) Create and support connections with community organizations to provide community-wide support for the high achievement of all District students;
- (t) Provide educational leadership of the district including leadership in developing the District vision statement and long range educational plan;
- (u) Along with the Board, establish district-wide policies and annual goals that are tied directly to the District's vision statement and long range educational plan;
- (v) Support the professional development of principals, teachers and other staff; and
- (w) Periodically evaluate Board and Superintendent leadership, governance and teamwork.

Except as provided in this Contract, the Superintendent agrees to devote his full time, skill, labor and attention to the performance of these duties in a faithful, diligent and efficient manner.

2.2 Professional Certification Records. The Board and District do hereby acknowledge that the Superintendent is not currently certified as a superintendent. The Superintendent does hereby agree to immediately pursue a valid certificate required to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency

and/or the State Board of Educator Certification, and all other certificates required by law. The Superintendent shall have until September 3, 2016 to obtain a valid superintendent certificate. Pending the issuance of said certificate, Superintendent shall obtain and maintain a temporary permit to act as a superintendent. Superintendent shall be excused from work (without the use of personal leave) for study and preparation for principals and superintendents certification examination and the District will reimburse the Superintendent for any costs related to the Superintendent obtaining a valid Texas superintendent certificate. The Superintendent shall maintain and furnish to the Board evidence of his maintaining Texas Superintendent's certification throughout the life of this Contract. Failure to maintain the necessary certification shall render this Contract void, and any material misrepresentations in any records provided to the District may be grounds for termination.

2.3 Reassignment. The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

2.4 Nepotism. With the exception of any individuals already employed by the District as of the date of this Contract, the District will not employ, and the Superintendent will not recommend for employment, any individual related to the Superintendent within the third degree of consanguinity (relation by blood) or second degree of affinity.

2.5 Board Meetings. The Superintendent or his designee shall attend all meetings of the Board and its committees, both public and closed, with the exception of closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, his salary and benefits, and/or the Superintendent's evaluation and performance; to interpersonal relationships or complaints between individual Board members; to hear complaints against Board members; or when the Board is acting in its capacity as a tribunal to hear and resolve complaints. In the event of illness or approved absence, either the Deputy Superintendent for Academics or Operations and Administrative Services will attend in the Superintendent's place.

2.6 Complaints. The Board, individually and collectively, shall refer all substantive complaints from staff and/or third parties to the Superintendent for review and appropriate action. The Superintendent, or his designee, will investigate such matters and inform the Board of the results of such action. Substantive complaints include allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the Superintendent and/or administration. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

2.7 Indemnification and Defense.

- (a) The District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as

Superintendent of the District, to the fullest extent permitted by law, except as provided in this Paragraph 2.7. The District has no obligation to indemnify, defend, or hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent if the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

- (b) To the extent permitted by law, the District shall advance the attorney's fees, expenses and costs reasonably necessary to defend the Superintendent in any civil claims, demands, duties, actions or other legal proceedings against the Superintendent in which the Superintendent is alleged (i) to have acted with gross negligence or malice; (ii) to have acted with intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.
- (c) If the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct, then the Superintendent will promptly reimburse the District all sums advanced by the District to defend the Superintendent in the court proceeding in which such admission or finding is made.
- (d) In the case of any criminal proceeding arising out of the Superintendent's responsibilities as Superintendent or other actions against the District, the District shall, but only to the extent permitted by law, advance the attorneys' fees, expenses and costs reasonably necessary to defend the Superintendent in any criminal claims, demands, duties, actions or legal proceedings against the Superintendent. If the superintendent admits in writing or under oath or is found by a court of competent jurisdiction to have engaged in criminal conduct, then the Superintendent will promptly reimburse the District all sums advanced by the District to defend the Superintendent in court.
- (e) The District may fulfill its obligation under this Paragraph 2.7 by (i) purchasing appropriate insurance coverage for the benefit of the Superintendent, and provided that the insurance coverage is acceptable to the Superintendent; or (ii) including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the board and the professional employees of the District, provided that the insurance coverage insured all of the Superintendent's actions or lack of actions that the District would otherwise be obligated to indemnify and hold harmless the superintendent under this Paragraph 2.7.

- (f) If the Superintendent does not consent to being represented by the same counsel representing the District in any proceeding the District is obligated to defend (or to advance the costs of defending) under this Paragraph 2.7, then the Superintendent may elect to be represented in such proceeding by independent counsel. In such event, the District will pay or advance the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Superintendent, subject to the provisions of this Paragraph 2.7.
- (g) The Superintendent agrees to provide reasonable assistance to and cooperate with the District, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the District.
- (h) No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation assumed by the District.

2.8 Residence. While the Superintendent is employed as Superintendent of the schools of the District, he will reside within the boundaries of the District.

2.9 Employment of Staff. Subject to the provisions of this Section 2.9, the Superintendent shall have the sole authority to select and employ all contract and noncontract staff, except for the Internal Auditor and Internal Audit Staff, and subject to the District's salary schedule and budget as approved by the Board, including the authority to organize, reorganize, arrange, direct, assign, reassign and transfer all staff in the manner which best serves the District. Further, the Superintendent shall have the authority to terminate or non-renew all staff, other than contract staff covered by Subchapters C, D, E, F, and G, Chapter 21, Texas Education Code and any other administrators who are not covered by Chapter 21, Texas Education Code.

Prior to publicly announcing the assignment, reassignment or transfer of the Administration's senior staff as defined hereinafter, the Superintendent shall inform the Board President of said assignment, reassignment or transfer. Administration's senior staff is defined as Deputy Superintendent, Chief Financial Officer, Associate Superintendents, and Assistant Superintendents, and General Counsel, and their equivalents.

Further, the Superintendent shall develop and implement administrative procedures, rules and regulations that the Superintendent believes necessary for the efficient and effective operation of the District and which are consistent with Board Policies, state and federal law.

3. COMPENSATION AND SALARY

3.1 Salary. Effective immediately upon the execution of all required signatures to the Contract, and during the Superintendent's employment with the District, the District shall provide the Superintendent with an annual base salary in the sum of Two Hundred Eighty-Five Thousand and no/100 Dollars (\$285,000) effective September 3, 2013. This annual base salary shall be paid to the Superintendent in equal installments consistent with the Board's policies and in accordance with the District's normal payroll practices.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, at 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 pursuant to Paragraph 3.1 of this Contract except by mutual agreement of the Board and the Superintendent. Increases in salary shall be based on the Superintendent's annual performance evaluation and shall be at the discretion of the Board. Such adjustments, if any, shall be made pursuant to a lawful Board resolution and they shall be in the form of a written addendum to this Contract. Notwithstanding anything to the contrary herein, Superintendent will be entitled to an annual base salary raise at least equal to the annual percentage salary raise for teachers in the District beginning in the second year of the Contract on September 3, 2014, and each year thereafter during the term of this Contract.

3.3 Business Expenses. The District shall pay or reimburse the Superintendent for reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel outside the District; such costs may include, but are not limited to, airline tickets, 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 policies, procedures and documentation requirements in accordance with Board policies and established procedures which shall be subject to review by the District's independent auditors. All reimbursements for business related expenses shall be reviewed and approved by the Board President.

3.4 Automobile Expense. During the Superintendent's employment with the District, the District will pay the Superintendent an amount of One Thousand Five Hundred and no/100 Dollars (\$1,500) per month to provide him with a car allowance for in-District travel, which he may use for personal and business purposes. This monthly payment shall be paid to the Superintendent in a lump sum payment each month. Superintendent will not receive any additional reimbursement for any repairs and/or maintenance on his vehicle, and will not receive any additional reimbursement for gasoline or mileage while traveling in-District or in the City of El Paso.

3.5 Home Office Infrastructure, Home Computer, Multiple Telephone and Fax Lines Fax Machine, Printers, Related Professional Services and Mobile Phone Service. During the Superintendent's employment with the District, the District shall provide the Superintendent the sum of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per month for the purchase and maintenance of a mobile phone, and the set-up and maintenance of a home office with a

computer system, modem, fax machine, video conferencing, telephone lines, access to the Internet, and any required related technology support required for the installation and maintenance of a home office by the Superintendent for his business and personal use. Superintendent will not receive any additional reimbursement for the purchase, installation, set-up, maintenance, or related technology support for such items, and will not receive any in-kind support from the District for such items, including any on-site technical support by District personnel.

3.6 Employee Benefit Stipend. During the Superintendent's employment with the District, the District shall pay the Superintendent the sum of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) per month for incidental employee benefits.

3.7 Disability Insurance. During the Superintendent's employment with the District, the District shall pay the premium for long term and short term disability insurance coverage for the Superintendent which provides a monthly payment of at least sixty percent (60%) of the Superintendent's monthly salary, or the maximum amount available by law.

3.8 Life Insurance. During the Superintendent's employment with the District, on or before December 15 of each year, the District shall pay the annual premium for the purchase of a term life insurance policy on the life of the Superintendent in the amount of One Million and no/100 Dollars \$1,000,000.00. The term life insurance policy provided hereunder shall be owned by the Superintendent, with the Superintendent having the sole right to determine the beneficiary(ies) under the life insurance policy. If the Superintendent obtains any additional life insurance, including but not limited to any offered to District employees through a District plan, he is solely responsible for payment of the premiums on such a plan.

3.9 Annuity Benefit. The District shall establish for the Superintendent a qualified annuity or other investment account that meets the requirements of Section 403(b) and/or Section 457 of the Internal Revenue Code of 1986, as amended (the "Code") ("403(b) and/or 457 Annuity"). The 403(b) and/or 457 Annuity shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) and/or 457 Annuity shall be established under a written plan document, as approved by the Board, that meets with the requirements of the Code and such documents are hereby incorporated herein by reference. The 403(b) and/or 457 Annuity is to be mutually acceptable to the Superintendent and to the Board and will be determined on an annual basis. The District shall contribute to the 403(b) and/or 457 Annuity during each of the calendar years 2013, 2014, 2015, 2016 and 2017, on or before December 31 of each year, an amount equal to the lesser of (i) Twenty Thousand and no/100 Dollars (\$20,000.00), or (ii) the yearly maximum amount the District may contribute to the 403(b) and/or 457 Annuity under Section 403(b) and/or 457 of the Code for and on behalf of the Superintendent without causing any portion of such contribution to be included in the Superintendent's taxable income for the year in which the contribution is made provided that the Superintendent receives a satisfactory rating on his performance evaluation completed by the Board for that year. The Superintendent shall vest in the annuity immediately upon the date District makes its contributions under the terms and conditions of this Section 3.9.

3.10 Texas Teacher Retirement System. During the Superintendent's employment with the District, the District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"). This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

4. OTHER BENEFITS

4.1 Administrative Benefits. During the Superintendent's employment with the District, the Board shall provide the Superintendent with all the same benefits applicable to twelve-month administrative employees in accordance with Board Policy unless otherwise stated in this Contract, in which case the Contract supersedes such Board Policies.

4.2 Local Sick Leave. During the Superintendent's employment with the District, the Superintendent shall have ten (10) local sick leave days per fiscal year. The Superintendent shall be credited with ten (10) days of local sick leave, for the 2013-2014 fiscal year. Beginning with the 2014-2015 fiscal year, the Superintendent shall have ten (10) local sick leave days per fiscal year, which shall accrue from one year to the next. Unused accrued sick leave shall not be paid at separation.

4.3 Vacation and Holidays. The vacation days provided in this Section 4.3 are in lieu of any vacation days provided during a fiscal year to the Superintendent under applicable Board policies, other than State leave days. During the Superintendent's employment with the District, the Superintendent may take, at the Superintendent's choice and with notice to the Board President, twenty (20) days of vacation per fiscal year during the term of this Contract, or any extension thereof. All unused days for each fiscal year shall be paid annually on or before July 30th of each year, such unused days will be paid in a lump sum to the Superintendent or his survivors at the Superintendent's then current daily rate of pay with the daily rate being calculated on a 226 day work year. Prior to taking vacation days, the Superintendent will advise the Board President. Vacation days should be used by the Superintendent at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall observe the same legal holidays as those observed by other administrative employees who are employed on twelve-month contracts.

4.4 Annual Physical Examination. Once every 18 months, during the Superintendent's employment with the District, the Superintendent shall use reasonable efforts to undergo a physical examination performed by a licensed physician selected by the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position. The Superintendent shall disclose, to the Board President, negative health issues which could impair his performance. Superintendent shall be excused from work (without the use of personal leave or sick days) for such examination and the District shall immediately pay all reasonable costs of the examination and travel.

4.5 Civic and Professional Activities. The Superintendent is encouraged to engage in activities that lead to professional growth. Civic and Professional Activities fees shall be paid by the District for the Superintendent for his membership, attendance and participation in meetings and events involving local educational and community groups including, but not limited to, Rotary Club, El Paso Area Economic Development Council, Chamber of Commerce, Region 19 Education Service Center and similar groups as a representative of the District. Meetings and events that will incur a cost or fee will be paid by the District. The Superintendent shall also attend and participate in meetings in or outside the El Paso area as the representative of the District. These include, but are not limited to, such meetings with the Texas School Alliance and meetings on legislative and finance issues. He shall also attend and participate in appropriate professional meetings at the state and national levels such as, but not limited to, meetings at the Texas Education Agency, the Texas Association of School Boards, the National School Boards Association, the Texas Association of School Administrators, the American Association of School Administrators, the Urban Superintendents Association of America, the Texas and American Association of Supervision and Curriculum Development, Association of Latino Administrators and Superintendents, Texas Association of Latino Administrators and Superintendents, Council of Great City Schools and/or any other additional organizations and/or professional meetings approved by the Board. Attendance at these meetings by the Superintendent shall not interfere with the required duties of the Superintendent within the District. The District will pay the reasonable and necessary costs associated with attendance at such meetings including airline tickets, costs of travel by car, hotel and accommodations, meals, rental cars, taxis and other similar expenses. Prior to all such out of state travel, the Superintendent will make a reasonable attempt to advise the Board President of all travel. The Superintendent shall comply with all policies, procedures and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors. Provided that the Superintendent submits appropriate documentation in support of the expenses for which the Superintendent seeks reimbursement to the District no later than 60 days after the expenses were incurred. Reimbursement shall be paid to the Superintendent no later than 30 days from the date the expenses are submitted to the District.

4.6 Personal Protection Benefit. During the Superintendent's employment with the District, the District shall, at its expense, provide to the Superintendent such personal protection as the Board may deem necessary in consultation with the Superintendent. In the event the life or safety of the Superintendent or the Superintendent's family is threatened or otherwise appears in danger due to the performance by the Superintendent of his professional duties, the District shall pay the reasonable and necessary costs incident to the protection of the Superintendent and the Superintendent's family, provided, however, that such protection will initially be sought from the police and/or sheriff's department of the appropriate governmental authority having jurisdiction in the District.

4.7 Professional Liability Insurance. During the Superintendent's employment with the District, the District does hereby agree to provide the Superintendent, at the District's expense, professional liability insurance in the face amount of at least One Million Dollars

(\$1,000,000.00), which may be satisfied by District Educators Legal Liability coverage that provides that Superintendent, by title or position, is an additional "member" or insured.

5. EMPLOYMENT PERFORMANCE

5.1 Development of Goals. On or before January 31st of each year, the Superintendent and the Board agree to cooperate to develop the goals for the District. The District goals approved by the Board shall be reduced to writing and shall include "Superintendent's Priority Goals" and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated in the following year.

5.2 Review of Performance. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year, in January, during the term of this Contract, and at such other times as deemed necessary and appropriate by the Board. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description, Board policies, and lawful Board directives, and to the adopted annual goals outlined in Paragraph 5.1. A mid-year conference between the Board and the Superintendent concerning the progress on the achievement of these goals shall be held in September of each year. The evaluation format and procedure shall be in accordance with Section 5.3, the Board's policies and state and federal law. Unless the Board and Superintendent agree otherwise, all meetings, conferences, and discussions concerning the Superintendent's performance shall be held in closed, executive session and shall be considered confidential to the extent permitted by law.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument attached to this contract as Exhibit A and this Section 5.

6. TERMINATION OF EMPLOYMENT CONTRACT

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

6.2 Non-Renewal of Contract. Renewal or non-renewal of this Contract shall be in accordance with Board policy and applicable state and federal law.

6.3 Death, Retirement. This Contract shall be terminated upon the death or retirement of the Superintendent.

6.4 Resignation. 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 no later than the forty-fifth (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.

6.5 Disability of Superintendent. Should the Superintendent be unable to perform any or all of the duties of his position by reason of illness or accident,

- a. he may use all accumulated but unused state leave days, all accumulated local sick leave days, and all accrued but unused vacation days authorized by this Contract.
- b. If after exhausting all accrued paid leave days, the Superintendent cannot resume his duties, he shall be entitled to 180 days of temporary disability leave, as provided by Tex. Educ. Code § 21.409(f)
- c. Thereafter, an additional determination of total disability may be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Superintendent or the Board may obtain a second opinion from another licensed physician of its choosing. For purposes of this contract, "Total Disability" shall be deemed to occur or exist in the event that a majority of a medical doctor selected by the Superintendent (or his personal representative), a medical doctor selected by the District, and (if necessary, in the event that the foregoing two medical doctors do not agree) a medical doctor selected by concurrence of those two medical doctors shall have determined the Superintendent to be unable to perform the essential functions of his/her job for a total of more than 180 consecutive days, or for more than 180 days in any consecutive 360 day period."

If the Superintendent is determined to be disabled and incapable of resuming all of his material duties and obligations of employment, after the exhaustion of the leave periods granted by Subsections 6.5 (a) and (b) above, the District and the Superintendent hereby mutually agree that this Contract may be terminated (subject to this Section 6.5) at that time, through the contract termination procedures afforded by Chapter 21, Texas Education Code.

In lieu of termination proceedings, Superintendent may waive his right to a hearing in consideration for the payment of the lesser amount of (i) the balance of the salary and value of benefits remaining as of the date of final determination of disability; or eighteen (18) months current salary and benefits.

Once disability termination amount is agreed by the Board and the Superintendent (or his representative) the district shall pay such amount in the form of salary and benefits, to include disability, life, health and hospitalization coverage, for such agreed upon period.

During any period when the Superintendent is unable to perform any or all of his duties by reason of illness or accident, the Board may appoint a person as acting superintendent until the Superintendent is able to resume his duties if the Board determines it is in the best interests of the District to do so.

6.6 Dismissal for Good Cause. To the extent authorized by Tex. Educ. Code § 21.211(b), the Board may dismiss the Superintendent at any time for good cause as determined by the Board, according to Board policy. The term "good cause" may include, but is not limited to the following:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board. (The terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent reasonable opportunity to remediate any incompetence or inefficiency.);
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent subject to the terms and provisions of Paragraph 6.5 herein;
- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Failure to put forth a reasonable effort to achieve a good rapport with parents, the community, staff, or the Board; however, failure to accomplish a good rapport under the terms and conditions of this paragraph shall be deemed not to be good cause when said good rapport is not achieved due to no fault of the Superintendent;
- (n) Assault on an employee or student;

- (o) Knowingly falsifying records or documents related to the District's activities;
- (p) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (q) Failure to fulfill requirements for superintendent certification;
- (r) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or,
- (s) Any other reason constituting "good cause" under Texas law.

6.7 Procedure for Good Cause Dismissal. In the event the Board proposes to terminate the Contract for good cause, the Superintendent shall be afforded the rights set forth in Chapter 21, Texas Education Code.

7. MISCELLANEOUS

7.1 Governing Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in El Paso County, Texas.

7.2 Complete Agreement. This Contract embodies the entire agreement between the parties, and, except as expressly provided herein, cannot be changed, altered or amended except by written amendment signed by both parties.

7.3 Notification of Board of Managers. A copy of this Contract shall be provided to all present members of the Board of Managers and to each new Manager or Trustee as they are elected and sworn in.

7.4 Conflicts. 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.

7.5 Savings Clause. In the event any one or more of the provisions contained in this Contract 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 Contract 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 Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract,

WITNESS OUR HANDS on the following:

EL PASO INDEPENDENT SCHOOL DISTRICT

EXECUTED this, the 21st day of April, 2015.

ATTEST:

By: *Carmen Arrieta-Candelaria*
Ms. Carmen Arrieta-Candelaria
Secretary, Board of Managers

By: *DR Margo*
Mr. Donald R. "Dee" Margo
President, Board of Managers

By: *[Signature]*
Mr. Juan E. Cabrera
Superintendent of Schools

EL PASO INDEPENDENT SCHOOL DISTRICT
P.O.Box 20100
El Paso, TX 79998
ONE-YEAR TERM CONTRACT
Certified Administrator or Professional

1. **Position.** EL PASO INDEPENDENT SCHOOL DISTRICT (the "District") agrees to Employ Blanca E Garcia (the "Employee") and the Employee accepts employment on the following terms and conditions:
2. **Term.** The District agrees to employ the Employee for the 2016 - 2017 school year, on a 12 duty month basis, beginning with the first duty day of the school year as set by the District, and continuing thereafter according to the dates and hours as may be required by District. For purposes of this paragraph, a "duty month" may be a calendar month or may be measured from mid-month to mid-month, depending on when the first duty day of the school year occurs.
3. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first duty day, the certification, service records, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification ("SBEC"), or the District.
 - 3.1 **Certification.** The Employee agrees to maintain the required certification throughout the term of this contract. If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if the Employee's certification expires, is cancelled, is inactivated, or is revoked, the District may provide the Employee with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Qualifications.** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801(23), and by the TEA, to the extent required by law.
 - 3.3 **Criminal History Review.** At the beginning of this Contract, and at any time during this contract, the Employee specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC.
4. **Representations.** The Employee makes the following representations and agreements:
 - 4.1 **Beginning of Contract.** The Employee represents that he/she has disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c). The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
 - 4.2 **During Contract.** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c) or in Board Policy. Employee agrees to provide such notification in accordance with Board Policy DH (Local).
 - 4.3 **False Statements and Misrepresentations.** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by the Employee concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. **Duties.** The Employee agrees to perform his or her duties as follows:

5.1 **General Standard.** The Employee shall perform the duties of the position assigned, as prescribed by state law and regulations and the District, with reasonable care, skill, and diligence.

5.2 **Rules.** The Employee agrees to comply with all Board and District directives, state and federal laws and rules, and District policies, and regulations, as they exist or may hereafter be amended.

5.3 **Assignment/Reassignment.** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make transfers and changes in responsibilities or work, at any time during the contract term.

5.4 **Supplemental Duty.** This Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If Employee is assigned to a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. **Compensation.**

6.1 **Salary.** The District shall pay the Employee according to the compensation plan adopted by the Board each school year. The Employee's salary includes consideration for all assigned duties, responsibilities and tasks, even if Employee works more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or Instructional School Calendar) during the contract period than the number of days associated with Employee's position on a duty schedule, salary schedule, job description or similar document. The Employee shall not be paid on a daily basis, although the District may use a daily rate for other purposes, such as for leave issues, including to calculate deductions for paid leave taken but not earned or leave taken in excess of days available. Employee's salary and benefits shall be prorated to the extent that Employee begins work after the first day on duty for Employee's position for the school year during which Employee is employed.

6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, the Employee's salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

6.3 **Annualized Salary.** The Employee's salary will be paid on an annualized (12-month) basis. The District will make deductions from each paycheck for income tax withholding and benefits. If Employee starts work during or after the month of January, the District may modify this payment schedule.

6.4 **Incentive and Performance Pay.** If the Employee qualifies, the Employee may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law, including Texas Education Code Chapter 21, subchapter O. An incentive payment is not an entitlement as part of the Employee's salary.

6.5 **Overpayments.** The Employee agrees that the District may deduct any overpayments under this contract from Employee's pay.

6.6 **Benefits.** The District shall provide benefits to the Employee as provided by state law and Board policy. The District reserves the right to amend its policies and benefit plans at any time during the term of this Contract to reduce, increase, or otherwise change these benefits, at the Board's sole discretion.

7. **Other Provisions.**

7.1 **Equipment and Reports.** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District. Subject to Texas Education Code section 31.104(e), the Employee agrees that the last salary payment(s) for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items, and that the District may deduct the value of any lost or damaged school equipment from the Employee's final payment(s) for the fiscal year in which the loss or damage occurs.

7.2 **Special Funding.** Employment in federally, categorically or grant funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination or nonrenewal, as applicable.

7.3 **Recovery of Overpayments and Other Debts.** Employee agrees to repay to District any overpayment made to Employee by District. Employee disclaims any right or entitlement to any payment of salary or other compensation over and above the amount actually earned by Employee, regardless of the mistake, negligence or fault (or lack thereof) of either or both parties. Employee agrees that the District may deduct any overpayments to Employee by District, under this contract or any prior contract, and, subject to Texas Education Code Section 31.104(e), any other debt that Employee may owe the District, from Employee's pay. District may also use any other legal means, including litigation, if necessary, to recover any amount overpaid by District to Employee, or otherwise owing by Employee to District.

8. **Suspension.** In accordance with Texas Education Code, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board. The District may suspend Employee, with pay, at any time during this contract at the District's sole discretion.

9. **Termination and Nonrenewal of Contract.**

9.1 **Termination.** This Contract will terminate in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that any of the following exists: good cause or financial exigency.

9.2 **Resignation.** This Contract will also terminate if Employee provides written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210). Employee may also resign without penalty by filing a written resignation within ten business days after the Board adopts the annual compensation plan applicable to Employee (see Paragraph 6.1).

9.3 **Nonrenewal.** The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

9.4 **Cancellation.** If Employee voluntarily accepts a reassignment or transfer to a position that is not employed pursuant to a written contract according to state law or Board policy, then this Contract will automatically terminate and be cancelled at such time as Employee starts work in the new, non-contractual position.

10. **General Provisions.**

10.1 **Amendment.** This Contract may not be amended except by written agreement of the parties.

10.2 **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.

10.3 **Entire Agreement.** All existing agreements, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 **Applicable Law.** Texas law shall govern construction of this Contract.

11. **Notice to Employee.** The Employee agrees to keep a current address on file with the District' s Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding the Employee' s employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or courier delivery service to the Employee' s address of record.

12. **Expiration of Offer.** This offer of employment contract shall expire unless the Employee signs and returns this Contract, without changes, to the Superintendent or to the District Human Resources Office on or before 06-11-2016. If the Employee fails to sign and return this contract by this date, without changes, the Employee shall be deemed to have rejected this offer and to have resigned from employment with the District, if any, at the end of the existing contract term.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By: 

Juan E. Cabrera
Superintendent

Date signed: 06-01-2016

EL PASO INDEPENDENT SCHOOL DISTRICT
P.O.Box 20100
El Paso, TX 79998
ONE-YEAR TERM CONTRACT
Certified Administrator or Professional

1. **Position.** EL PASO INDEPENDENT SCHOOL DISTRICT (the "District") agrees to Employ Carla L. Gonzales (the "Employee") and the Employee accepts employment on the following terms and conditions:
2. **Term.** The District agrees to employ the Employee for the 2016 - 2017 school year, on a 12 duty month basis, beginning with the first duty day of the school year as set by the District, and continuing thereafter according to the dates and hours as may be required by District. For purposes of this paragraph, a "duty month" may be a calendar month or may be measured from mid-month to mid-month, depending on when the first duty day of the school year occurs.
3. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first duty day, the certification, service records, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification ("SBEC"), or the District.
 - 3.1 **Certification.** The Employee agrees to maintain the required certification throughout the term of this contract. If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if the Employee's certification expires, is cancelled, is inactivated, or is revoked, the District may provide the Employee with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Qualifications.** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801(23), and by the TEA, to the extent required by law.
 - 3.3 **Criminal History Review.** At the beginning of this Contract, and at any time during this contract, the Employee specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC.
4. **Representations.** The Employee makes the following representations and agreements:
 - 4.1 **Beginning of Contract.** The Employee represents that he/she has disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c). The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
 - 4.2 **During Contract.** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c) or in Board Policy. Employee agrees to provide such notification in accordance with Board Policy DH (Local).
 - 4.3 **False Statements and Misrepresentations.** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by the Employee concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. **Duties.** The Employee agrees to perform his or her duties as follows:

5.1 **General Standard.** The Employee shall perform the duties of the position assigned, as prescribed by state law and regulations and the District, with reasonable care, skill, and diligence.

5.2 **Rules.** The Employee agrees to comply with all Board and District directives, state and federal laws and rules, and District policies, and regulations, as they exist or may hereafter be amended.

5.3 **Assignment/Reassignment.** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make transfers and changes in responsibilities or work, at any time during the contract term.

5.4 **Supplemental Duty.** This Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If Employee is assigned to a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. **Compensation.**

6.1 **Salary.** The District shall pay the Employee according to the compensation plan adopted by the Board each school year. The Employee's salary includes consideration for all assigned duties, responsibilities and tasks, even if Employee works more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or Instructional School Calendar) during the contract period than the number of days associated with Employee's position on a duty schedule, salary schedule, job description or similar document. The Employee shall not be paid on a daily basis, although the District may use a daily rate for other purposes, such as for leave issues, including to calculate deductions for paid leave taken but not earned or leave taken in excess of days available. Employee's salary and benefits shall be prorated to the extent that Employee begins work after the first day on duty for Employee's position for the school year during which Employee is employed.

6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, the Employee's salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

6.3 **Annualized Salary.** The Employee's salary will be paid on an annualized (12-month) basis. The District will make deductions from each paycheck for income tax withholding and benefits. If Employee starts work during or after the month of January, the District may modify this payment schedule.

6.4 **Incentive and Performance Pay.** If the Employee qualifies, the Employee may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law, including Texas Education Code Chapter 21, subchapter O. An incentive payment is not an entitlement as part of the Employee's salary.

6.5 **Overpayments.** The Employee agrees that the District may deduct any overpayments under this contract from Employee's pay.

6.6 **Benefits.** The District shall provide benefits to the Employee as provided by state law and Board policy. The District reserves the right to amend its policies and benefit plans at any time during the term of this Contract to reduce, increase, or otherwise change these benefits, at the Board's sole discretion.

7. **Other Provisions.**

7.1 **Equipment and Reports.** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District. Subject to Texas Education Code section 31.104(e), the Employee agrees that the last salary payment(s) for each fiscal year of this Contract are conditioned upon the Employee' s accounting for all such items, and that the District may deduct the value of any lost or damaged school equipment from the Employee' s final payment(s) for the fiscal year in which the loss or damage occurs.

7.2 **Special Funding.** Employment in federally, categorically or grant funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination or nonrenewal, as applicable.

7.3 **Recovery of Overpayments and Other Debts.** Employee agrees to repay to District any overpayment made to Employee by District. Employee disclaims any right or entitlement to any payment of salary or other compensation over and above the amount actually earned by Employee, regardless of the mistake, negligence or fault (or lack thereof) of either or both parties. Employee agrees that the District may deduct any overpayments to Employee by District, under this contract or any prior contract, and, subject to Texas Education Code Section 31.104(e), any other debt that Employee may owe the District, from Employee' s pay. District may also use any other legal means, including litigation, if necessary, to recover any amount overpaid by District to Employee, or otherwise owing by Employee to District.

8. **Suspension.** In accordance with Texas Education Code, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board. The District may suspend Employee, with pay, at any time during this contract at the District' s sole discretion.

9. **Termination and Nonrenewal of Contract.**

9.1 **Termination.** This Contract will terminate in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that any of the following exists: good cause or financial exigency.

9.2 **Resignation.** This Contract will also terminate if Employee provides written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210). Employee may also resign without penalty by filing a written resignation within ten business days after the Board adopts the annual compensation plan applicable to Employee (see Paragraph 6.1).

9.3 **Nonrenewal.** The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

9.4 **Cancellation.** If Employee voluntarily accepts a reassignment or transfer to a position that is not employed pursuant to a written contract according to state law or Board policy, then this Contract will automatically terminate and be cancelled at such time as Employee starts work in the new, non-contractual position.

10. **General Provisions.**

10.1 **Amendment.** This Contract may not be amended except by written agreement of the parties.

10.2 **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.

10.3 **Entire Agreement.** All existing agreements, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.


10.4 **Applicable Law.** Texas law shall govern construction of this Contract.

11. **Notice to Employee.** The Employee agrees to keep a current address on file with the District's Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding the Employee's employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or courier delivery service to the Employee's address of record.
12. **Expiration of Offer.** This offer of employment contract shall expire unless the Employee signs and returns this Contract, without changes, to the Superintendent or to the District Human Resources Office on or before 06-11-2016. If the Employee fails to sign and return this contract by this date, without changes, the Employee shall be deemed to have rejected this offer and to have resigned from employment with the District, if any, at the end of the existing contract term.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By: 
Juan E. Cabrera
Superintendent

Date signed: 06-01-2016

EL PASO INDEPENDENT SCHOOL DISTRICT

P.O.Box 20100

El Paso, TX 79998

ONE-YEAR TERM CONTRACT

Certified Administrator or Professional

1. **Position.** EL PASO INDEPENDENT SCHOOL DISTRICT (the "District") agrees to Employ Vincent A Sheffield (the "Employee") and the Employee accepts employment on the following terms and conditions:
2. **Term.** The District agrees to employ the Employee for the **2016 - 2017** school year, on a **12** duty month basis, beginning with the first duty day of the school year as set by the District, and continuing thereafter according to the dates and hours as may be required by District. For purposes of this paragraph, a "duty month" may be a calendar month or may be measured from mid-month to mid-month, depending on when the first duty day of the school year occurs.
3. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first duty day, the certification, service records, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification ("SBEC"), or the District.
 - 3.1 **Certification.** The Employee agrees to maintain the required certification throughout the term of this contract. If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if the Employee's certification expires, is cancelled, is inactivated, or is revoked, the District may provide the Employee with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Qualifications.** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801(23), and by the TEA, to the extent required by law.
 - 3.3 **Criminal History Review.** At the beginning of this Contract, and at any time during this contract, the Employee specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC.
4. **Representations.** The Employee makes the following representations and agreements:
 - 4.1 **Beginning of Contract.** The Employee represents that he/she has disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c). The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
 - 4.2 **During Contract.** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c) or in Board Policy. Employee agrees to provide such notification in accordance with Board Policy DH (Local).
 - 4.3 **False Statements and Misrepresentations.** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by the Employee concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. **Duties.** The Employee agrees to perform his or her duties as follows:

5.1 **General Standard.** The Employee shall perform the duties of the position assigned, as prescribed by state law and regulations and the District, with reasonable care, skill, and diligence.

5.2 **Rules.** The Employee agrees to comply with all Board and District directives, state and federal laws and rules, and District policies, and regulations, as they exist or may hereafter be amended.

5.3 **Assignment/Reassignment.** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make transfers and changes in responsibilities or work, at any time during the contract term.

5.4 **Supplemental Duty.** This Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If Employee is assigned to a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. **Compensation.**

6.1 **Salary.** The District shall pay the Employee according to the compensation plan adopted by the Board each school year. The Employee's salary includes consideration for all assigned duties, responsibilities and tasks, even if Employee works more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or Instructional School Calendar) during the contract period than the number of days associated with Employee's position on a duty schedule, salary schedule, job description or similar document. The Employee shall not be paid on a daily basis, although the District may use a daily rate for other purposes, such as for leave issues, including to calculate deductions for paid leave taken but not earned or leave taken in excess of days available. Employee's salary and benefits shall be prorated to the extent that Employee begins work after the first day on duty for Employee's position for the school year during which Employee is employed.

6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, the Employee's salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

6.3 **Annualized Salary.** The Employee's salary will be paid on an annualized (12-month) basis. The District will make deductions from each paycheck for income tax withholding and benefits. If Employee starts work during or after the month of January, the District may modify this payment schedule.

6.4 **Incentive and Performance Pay.** If the Employee qualifies, the Employee may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law, including Texas Education Code Chapter 21, subchapter O. An incentive payment is not an entitlement as part of the Employee's salary.

6.5 **Overpayments.** The Employee agrees that the District may deduct any overpayments under this contract from Employee's pay.

6.6 **Benefits.** The District shall provide benefits to the Employee as provided by state law and Board policy. The District reserves the right to amend its policies and benefit plans at any time during the term of this Contract to reduce, increase, or otherwise change these benefits, at the Board's sole discretion.

7. **Other Provisions.**

7.1 **Equipment and Reports.** The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District. Subject to Texas Education Code section 31.104(e), the Employee agrees that the last salary payment(s) for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items, and that the District may deduct the value of any lost or damaged school equipment from the Employee's final payment(s) for the fiscal year in which the loss or damage occurs.

7.2 **Special Funding.** Employment in federally, categorically or grant funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination or nonrenewal, as applicable.

7.3 **Recovery of Overpayments and Other Debts.** Employee agrees to repay to District any overpayment made to Employee by District. Employee disclaims any right or entitlement to any payment of salary or other compensation over and above the amount actually earned by Employee, regardless of the mistake, negligence or fault (or lack thereof) of either or both parties. Employee agrees that the District may deduct any overpayments to Employee by District, under this contract or any prior contract, and, subject to Texas Education Code Section 31.104(e), any other debt that Employee may owe the District, from Employee's pay. District may also use any other legal means, including litigation, if necessary, to recover any amount overpaid by District to Employee, or otherwise owing by Employee to District.

8. **Suspension.** In accordance with Texas Education Code, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board. The District may suspend Employee, with pay, at any time during this contract at the District's sole discretion.

9. **Termination and Nonrenewal of Contract.**

9.1 **Termination.** This Contract will terminate in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that any of the following exists: good cause or financial exigency.

9.2 **Resignation.** This Contract will also terminate if Employee provides written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210). Employee may also resign without penalty by filing a written resignation within ten business days after the Board adopts the annual compensation plan applicable to Employee (see Paragraph 6.1).

9.3 **Nonrenewal.** The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

9.4 **Cancellation.** If Employee voluntarily accepts a reassignment or transfer to a position that is not employed pursuant to a written contract according to state law or Board policy, then this Contract will automatically terminate and be cancelled at such time as Employee starts work in the new, non-contractual position.

10. **General Provisions.**

10.1 **Amendment.** This Contract may not be amended except by written agreement of the parties.

10.2 **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.

10.3 **Entire Agreement.** All existing agreements, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 **Applicable Law.** Texas law shall govern construction of this Contract.


11. **Notice to Employee.** The Employee agrees to keep a current address on file with the District' s Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding the Employee' s employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or courier delivery service to the Employee' s address of record.

12. **Expiration of Offer.** This offer of employment contract shall expire unless the Employee signs and returns this Contract, without changes, to the Superintendent or to the District Human Resources Office on or before 06-11-2016. If the Employee fails to sign and return this contract by this date, without changes, the Employee shall be deemed to have rejected this offer and to have resigned from employment with the District, if any, at the end of the existing contract term.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By: 
Juan E. Cabrera
Superintendent

Date signed: 06-01-2016

EL PASO INDEPENDENT SCHOOL DISTRICT
P.O.Box 20100
El Paso, TX 79998
ONE-YEAR TERM CONTRACT
Certified Administrator or Professional

1. **Position.** EL PASO INDEPENDENT SCHOOL DISTRICT (the "District") agrees to Employ Karen P Blaine (the "Employee") and the Employee accepts employment on the following terms and conditions:
2. **Term.** The District agrees to employ the Employee for the **2016 - 2017** school year, on a **12** duty month basis, beginning with the first duty day of the school year as set by the District, and continuing thereafter according to the dates and hours as may be required by District. For purposes of this paragraph, a "duty month" may be a calendar month or may be measured from mid-month to mid-month, depending on when the first duty day of the school year occurs.
3. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first duty day, the certification, service records, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification ("SBEC"), or the District.
 - 3.1 **Certification.** The Employee agrees to maintain the required certification throughout the term of this contract. If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if the Employee's certification expires, is cancelled, is inactivated, or is revoked, the District may provide the Employee with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Qualifications.** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801(23), and by the TEA, to the extent required by law.
 - 3.3 **Criminal History Review.** At the beginning of this Contract, and at any time during this contract, the Employee specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC.
4. **Representations.** The Employee makes the following representations and agreements:
 - 4.1 **Beginning of Contract.** The Employee represents that he/she has disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c). The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
 - 4.2 **During Contract.** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c) or in Board Policy. Employee agrees to provide such notification in accordance with Board Policy DH (Local).
 - 4.3 **False Statements and Misrepresentations.** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by the Employee concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. **Duties.** The Employee agrees to perform his or her duties as follows:

5.1 **General Standard.** The Employee shall perform the duties of the position assigned, as prescribed by state law and regulations and the District, with reasonable care, skill, and diligence.

5.2 **Rules.** The Employee agrees to comply with all Board and District directives, state and federal laws and rules, and District policies, and regulations, as they exist or may hereafter be amended.

5.3 **Assignment/Reassignment.** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make transfers and changes in responsibilities or work, at any time during the contract term.

5.4 **Supplemental Duty.** This Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If Employee is assigned to a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. **Compensation.**

6.1 **Salary.** The District shall pay the Employee according to the compensation plan adopted by the Board each school year. The Employee's salary includes consideration for all assigned duties, responsibilities and tasks, even if Employee works more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or Instructional School Calendar) during the contract period than the number of days associated with Employee's position on a duty schedule, salary schedule, job description or similar document. The Employee shall not be paid on a daily basis, although the District may use a daily rate for other purposes, such as for leave issues, including to calculate deductions for paid leave taken but not earned or leave taken in excess of days available. Employee's salary and benefits shall be prorated to the extent that Employee begins work after the first day on duty for Employee's position for the school year during which Employee is employed.

6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, the Employee's salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

6.3 **Annualized Salary.** The Employee's salary will be paid on an annualized (12-month) basis. The District will make deductions from each paycheck for income tax withholding and benefits. If Employee starts work during or after the month of January, the District may modify this payment schedule.

6.4 **Incentive and Performance Pay.** If the Employee qualifies, the Employee may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law, including Texas Education Code Chapter 21, subchapter O. An incentive payment is not an entitlement as part of the Employee's salary.

6.5 **Overpayments.** The Employee agrees that the District may deduct any overpayments under this contract from Employee's pay.

6.6 **Benefits.** The District shall provide benefits to the Employee as provided by state law and Board policy. The District reserves the right to amend its policies and benefit plans at any time during the term of this Contract to reduce, increase, or otherwise change these benefits, at the Board's sole discretion.

7. **Other Provisions.**

7.1 Equipment and Reports. The Employee shall satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District. Subject to Texas Education Code section 31.104(e), the Employee agrees that the last salary payment(s) for each fiscal year of this Contract are conditioned upon the Employee's accounting for all such items, and that the District may deduct the value of any lost or damaged school equipment from the Employee's final payment(s) for the fiscal year in which the loss or damage occurs.

7.2 Special Funding. Employment in federally, categorically or grant funded positions is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, the Employee is subject to termination or nonrenewal, as applicable.

7.3 Recovery of Overpayments and Other Debts. Employee agrees to repay to District any overpayment made to Employee by District. Employee disclaims any right or entitlement to any payment of salary or other compensation over and above the amount actually earned by Employee, regardless of the mistake, negligence or fault (or lack thereof) of either or both parties. Employee agrees that the District may deduct any overpayments to Employee by District, under this contract or any prior contract, and, subject to Texas Education Code Section 31.104(e), any other debt that Employee may owe the District, from Employee's pay. District may also use any other legal means, including litigation, if necessary, to recover any amount overpaid by District to Employee, or otherwise owing by Employee to District.

8. **Suspension.** In accordance with Texas Education Code, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board. The District may suspend Employee, with pay, at any time during this contract at the District's sole discretion.

9. **Termination and Nonrenewal of Contract.**

9.1 Termination. This Contract will terminate in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that any of the following exists: good cause or financial exigency.

9.2 Resignation. This Contract will also terminate if Employee provides written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.210). Employee may also resign without penalty by filing a written resignation within ten business days after the Board adopts the annual compensation plan applicable to Employee (see Paragraph 6.1).

9.3 Nonrenewal. The District may nonrenew this Contract in accordance with Texas Education Code chapter 21, as applicable, and Board policy.

9.4 Cancellation. If Employee voluntarily accepts a reassignment or transfer to a position that is not employed pursuant to a written contract according to state law or Board policy, then this Contract will automatically terminate and be cancelled at such time as Employee starts work in the new, non-contractual position.

10. **General Provisions.**

10.1 Amendment. This Contract may not be amended except by written agreement of the parties.

10.2 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.

10.3 Entire Agreement. All existing agreements, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.


11. **Notice to Employee.** The Employee agrees to keep a current address on file with the District' s Human Resources Office. Unless Texas Education Code chapter 21 requires a different notice delivery method, the Employee agrees that the District may meet any legal obligation it has to give the Employee written notice regarding the Employee' s employment by hand-delivering the notice to the Employee or by sending the notice by certified mail, regular mail, and/or courier delivery service to the Employee' s address of record.

12. **Expiration of Offer.** This offer of employment contract shall expire unless the Employee signs and returns this Contract, without changes, to the Superintendent or to the District Human Resources Office on or before 06-12-2016. If the Employee fails to sign and return this contract by this date, without changes, the Employee shall be deemed to have rejected this offer and to have resigned from employment with the District, if any, at the end of the existing contract term.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By: 
Juan E. Cabrera
Superintendent

Date signed: 06-02-2016

EL PASO INDEPENDENT SCHOOL DISTRICT

P.O.Box 20100

El Paso, TX 79998

ONE-YEAR TERM CONTRACT

1. **Position.** EL PASO INDEPENDENT SCHOOL DISTRICT (the "District") agrees to Employ Taryn M Bailey (the "Employee") and the Employee accepts employment on the following terms and conditions:
2. **Term.** The District agrees to employ the Employee for the **2016 - 2017** school year, on a **12** duty month basis, beginning with the first duty day of the school year as set by the District, and continuing thereafter according to the dates and hours as may be required by District. For purposes of this paragraph, a "duty month" may be a calendar month or may be measured from mid-month to mid-month, depending on when the first duty day of the school year occurs.
3. **Credentials.** This Contract is conditioned upon the Employee's satisfactorily providing, before the first duty day, the certification, service records, documentation of highly-qualified status, and other records and information required by law, the Texas Education Agency ("TEA"), the State Board for Educator Certification ("SBEC"), or the District.
 - 3.1 **Certification.** The Employee agrees to maintain the required certification throughout the term of this contract. If the Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if the Employee's certification expires, is cancelled, is inactivated, or is revoked, the District may provide the Employee with notice that this Contract is void pursuant to Texas Education Code section 21.0031.
 - 3.2 **Qualifications.** If the Employee is a classroom teacher, the Employee agrees to become and remain "highly qualified," as that term is defined under the No Child Left Behind Act, 20 U.S.C. § 7801(23), and by the TEA, to the extent required by law.
 - 3.3 **Criminal History Review.** At the beginning of this Contract, and at any time during this contract, the Employee specifically agrees to submit to a review of his or her national criminal history record information (NCHRI) if required by the District, TEA, or SBEC.
4. **Representations.** The Employee makes the following representations and agreements:
 - 4.1 **Beginning of Contract.** The Employee represents that he/she has disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c). The Employee understands that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract.
 - 4.2 **During Contract.** The Employee also agrees that, during the term of this Contract, the Employee will notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication of the Employee for any felony or any other offense listed at 19 Tex. Admin. Code § 249.16(c) or in Board Policy. Employee agrees to provide such notification in accordance with Board Policy DH (Local).
 - 4.3 **False Statements and Misrepresentations.** The Employee represents that any required records or information provided in his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information or fraud by the Employee concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. **Duties.** The Employee agrees to perform his or her duties as follows:

5.1 **General Standard.** The Employee shall perform the duties of the position assigned, as prescribed by state law and regulations and the District, with reasonable care, skill, and diligence.

5.2 **Rules.** The Employee agrees to comply with all Board and District directives, state and federal laws and rules, and District policies, and regulations, as they exist or may hereafter be amended.

5.3 **Assignment/Reassignment.** The District shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make transfers and changes in responsibilities or work, at any time during the contract term.

5.4 **Supplemental Duty.** This Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If Employee is assigned to a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. **Compensation.**

6.1 **Salary.** The District shall pay the Employee according to the compensation plan adopted by the Board each school year. The Employee's salary includes consideration for all assigned duties, responsibilities and tasks, even if Employee works more hours or days (including weekends and days designated as "holidays" on the District's duty schedule or Instructional School Calendar) during the contract period than the number of days associated with Employee's position on a duty schedule, salary schedule, job description or similar document. The Employee shall not be paid on a daily basis, although the District may use a daily rate for other purposes, such as for leave issues, including to calculate deductions for paid leave taken but not earned or leave taken in excess of days available. Employee's salary and benefits shall be prorated to the extent that Employee begins work after the first day on duty for Employee's position for the school year during which Employee is employed.

6.2 **Furloughs.** If the District implements a furlough under Texas Education Code section 21.4021, the Employee's salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

6.3 **Annualized Salary.** The Employee's salary will be paid on an annualized (12-month) basis. The District will make deductions from each paycheck for income tax withholding and benefits. If Employee starts work during or after the month of January, the District may modify this payment schedule.

6.4 **Incentive and Performance Pay.** If the Employee qualifies, the Employee may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law, including Texas Education Code Chapter 21, subchapter O. An incentive payment is not an entitlement as part of the Employee's salary.

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8. Suspension. In accordance with Texas Education Code, the District may suspend the Employee without pay during the term of this Contract for good cause as determined by the Board. The District may suspend Employee, with pay, at any time during this contract at the District's sole discretion.

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10.3 Entire Agreement. All existing agreements, both verbal and written, between the parties regarding the employment of the Employee are superseded by this Contract. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.


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12. **Expiration of Offer.** This offer of employment contract shall expire unless the Employee signs and returns this Contract, without changes, to the Superintendent or to the District Human Resources Office on or before 06-11-2016. If the Employee fails to sign and return this contract by this date, without changes, the Employee shall be deemed to have rejected this offer and to have resigned from employment with the District, if any, at the end of the existing contract term.

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

Employee: _____ Date signed: _____

El Paso Independent School District

By: 
Juan E. Cabrera
Superintendent

Date signed: 06-01-2016