

## Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of HARLANDALE INDEPENDENT SCHOOL DISTRICT (the "District") and REY MADRIGAL (the "Superintendent").

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

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year for four (4) years beginning July 1, 2015, and ending on June 30, 2019. 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:** The Superintendent represents that he has disclosed to the Board, in writing, any arrest and any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
  - 3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
  - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his 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 duties as follows:
  - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.
- 4.3 **Continuing Education:** Superintendent is encouraged to visit other school systems and attend educational conferences, seminars, workshops and other professional meetings, and as Superintendent finds necessary or productive. With advance Board approval, the Superintendent may attend educational conferences, seminars, workshops and other professional meetings as may assist the Superintendent in the performance of his duties. The fees and expenses associated with Board approved educational conferences, seminars, workshops and other professional meetings shall be paid by the District upon presentation of proper documentary evidence, such as receipts or paid receipts or paid bills which state sufficient information to establish the amount, date, place, and the essential character of the expenditure.
5. **Compensation.** The District shall pay the Superintendent an annual salary and provide benefits as follows:
- 5.1 **Salary:** The Superintendent shall be paid a salary of TWO HUNDRED NINE THOUSAND AND NO/100 DOLLARS (\$209,000.00) per year until the end of the contract period. The salary shall be paid in twelve equal installments
- 5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to increase these benefits, at the Board's sole discretion.
- 5.3 **Leave:** The Superintendent is entitled to the same number days of leave as authorized by Board policy for administrative employees on twelve-month contracts, and shall be entitled to the same holidays and breaks as provided for other twelve month administrators in the Board's adopted calendar. The Superintendent shall be subject to the same schedule limitations on discretionary leave as set out in Board policy, except in extenuating circumstances as determined by the Board President. In addition, the Superintendent shall schedule leave days with prior written approval of the Board President, and at times that will least interfere with the performance of the Superintendent's duties.
- 5.4 **Expenses:** The District shall pay the Superintendent equal installments of ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$125.00) per month for twelve months for reasonable expenses incurred by him in the continuing performance of his duties as Superintendent under this Agreement. This allowance is for actual and incidental costs for other District-related business, not addressed in Paragraph 5.5 below.
- 5.5 **Automobile Allowance:** The District shall pay the Superintendent ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$125.00) per week for an automobile allowance for expenses relating to District travel during the term of this Contract.

This payment is in lieu of mileage expense reimbursement for in District travel, gasoline, insurance or other associated charges related to in District travel expenses incurred.

6. **Membership Dues.** The Board encourages the Superintendent to become a member of and participate in professional associations and community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District.
  - 6.1 The District will pay up to SIX HUNDRED AND NO/100 DOLLARS (\$600.00) ANNUALLY for the cost of membership for the Superintendent in professional organizations at the state or national level of the Superintendent's choosing, subject to advance Board approval.
  - 6.2 The District will pay up to SIX HUNDRED AND NO/DOLLARS (\$600.00) ANNUALLY for the cost of membership for the Superintendent in all local civic organizations in which the Superintendent participates, subject to advance Board approval.
7. **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.
8. **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.
9. **General provisions.**
  - 9.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
  - 9.2 **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.
  - 9.3 **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.
  - 9.4 **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.

9.5 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.

10. Notices.

10.1 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.

10.2 To Board: The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

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

Rey Madrigal  
Superintendent Rey Madrigal  
Date signed: 3/31/15

Harlandale Independent School District

By: Jesse "Jay" Alaniz  
Jesse "Jay" Alaniz, President  
Board of Trustees

Date signed: 5-31-2015

**First Amendment to the Superintendent's Term Contract**

The Board of Trustees (the "Board") of the Harlandale Independent School District (the "District") and Rey Madrigal (the "Superintendent") agree to amend the Superintendent's Term Contract (the "Contract") entered into between the Board and the Superintendent on March 31, 2015 as follows

1. Paragraph 4 of the contract identified as Duties is amended to include these additional duties:

4.4 Additional Duties: Superintendent will be required to expend additional time related to the construction projects associated with the 2015 Bond. Further, the Superintendent will be involved with matters that involve the District in litigation. Also the Superintendent will be required to provide additional monitoring of the schools for academic purposes. These duties will take additional time of the Superintendent

2. Paragraph 5 of the contract identified as Compensation is amended, based upon the additional duties enumerated above, as follows:

5.1 Salary: The Superintendent shall receive an increase of his salary in the amount of \$1,045.00 which the total salary shall be \$210,045.00. The Salary shall be paid in equal monthly installments during the remainder of the 2016 school year so that the total amount paid to the Superintendent for 2016 is \$210,045.00. Thereafter the Salary shall be paid at 12 monthly installments for the remainder of the contract period. At any time during the term of this contract or any extension or renewal thereof, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in this paragraph.

The Board and Superintendent agree that there have been no other modifications (oral or otherwise) to the Superintendent's Term Contract. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

This First Amendment is entered into to reflect and confirm Board action Amending the Contract as voted upon at a Regular Meeting of the Board held on September, 19 2016.

I have read this Addendum and agree to abide by the terms and conditions:

Superintendent: Rey Madrigal  
Rey Madrigal

Date signed 9/26/16

Harlandale Independent School District  
By: Erma Casarez  
Erma Casarez, President, Board of Trustees

Date Signed 11/11/16

**Second Amendment to the Superintendent's Term Contract ✓**

The Board of Trustees (the "Board") of the Harlandale Independent School District (the "District") and Mr. Rey Madrigal (the "Superintendent") agree to amend the Superintendent's Term Contract (the "Contract") first entered into between the Board and the Superintendent on or about March 31, 2015 and first amended by Board action at a Regular Meeting of the Board held on September 19, 2016 as follows:

1. Paragraph 1 of the contract, "Term", is amended as follows:

Paragraph 1 is amended to extend the ending date of employment under the Contract from June 30, 2019 to June 30, 2020.

The Board and Superintendent agree that there have been no other modifications (oral or otherwise) to the Superintendent's Term Contract. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

This Second Amendment to the Superintendent's Contract is entered into to reflect and confirm Board action further amending the Contract as voted upon at a Special Meeting of the Board held on July 10, 2017.

I have read this Addendum and agree to abide by the terms and conditions:

Superintendent: Rey Madrigal  
Rey Madrigal

Date signed 7-11-17

Harlandale Independent School District  
By: [Signature]  
President, Board of Trustees

Date Signed 7-11-17

**Third Amendment to the Superintendent's Term Contract**

The Board of Trustees (the "Board") of the Harlandale Independent School District (the "District") and Mr. Rey Madrigal (the "Superintendent") agree to amend the Superintendent's Term Contract (the "Contract") first entered between the Board and the Superintendent on or about March 31, 2015 and amended by Board action at a Regular Meeting of the Board held on September 19, 2016 and July 10, 2017 as follows:

1. Paragraph 5 of the contract identified as Compensation is amended as follows:

5.1 Salary: The Superintendent hereby receives a 3% increase of his \$210,045.00 salary previously awarded via First Amendment to the Superintendent's Contract. As a result of the increase, the Superintendent shall be paid a salary of \$216,346.35 per year until the end of the contract period. The salary shall be paid in twelve equal installments. At any time during the term of this contract or any extension or renewal thereof, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in this paragraph.

The Board and Superintendent agree that there have been no other modifications (oral or otherwise) to the Superintendent's Term Contract. All other term and conditions of the Contract, as amended, shall remain in full force and effect.

This Third Amendment is entered into to reflect and confirm Board action Amending the Contract as voted upon at a Regular Meeting of the Board held on June 26, 2018.

I have read this Addendum and agree to abide by the terms and conditions:

Superintendent: Rey Madrigal  
Rey Madrigal  
Date signed 7/10/18

Harlandale Independent School District  
By: Juan Mancha  
President, Board of Trustees, Juan Mancha  
Date Signed 7-10-18

## Fourth Amendment to the Superintendent's Term Contract

The Board of Trustees (the "Board") of the Harlandale Independent School District (the "District") and Mr. Rey Madrigal (the "Superintendent") agree to amend the Superintendent's Term Contract (the "Contract") first entered between the Board and the Superintendent on or about March 31, 2015 and subsequently amended by Board action on September 19, 2016, July 10, 2017 and June 26, 2018 as follows:

1. Paragraph 1 of the contract, "Term", is amended as follows:

Paragraph 1 is amended to extend the ending date of employment under the Contract from June 30, 2020 to June 30, 2021.

The Board and Superintendent agree that there have been no other modifications (oral or otherwise) to the Superintendent's Term Contract. All other term and conditions of the Contract, as amended, shall remain in full force and effect.

This Fourth Amendment is entered into to reflect and confirm Board action Amending the Contract as voted upon at a Meeting of the Board held on January 24, 2019.

I have read this Addendum and agree to abide by the terms and conditions:

Superintendent: Rey Madrigal  
Rey Madrigal

Date signed 2/13/19

Harlandale Independent School District

By: Juan Mancha  
Juan Mancha, President  
Board of Trustees

Date Signed 2/19/19