

SUPERINTENDENT'S CONTRACT

March 1, 2023

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This contract of employment ("Contract") is made and entered into on the date last written below by and between the Board of Trustees of Mesquite Independent School District ("MISD" or the "District") and Dr. Ángel Rivera ("Superintendent").

WITNESSETH:

1. **Employment.** MISD hereby employs Superintendent as Superintendent of Public Schools in and for MISD. This Contract shall supersede all previous contracts and agreements between the parties.

2. **Duties of Superintendent.** Superintendent shall, in consideration of the salary stipulated herein, perform the duties and responsibilities of Superintendent in accordance with reasonable performance indicators, based upon generally accepted educational standards in similar school districts in the State of Texas, which may be adopted by MISD from time to time, and which performance meets expectations, in accordance with the duties as required by this Contract, the school laws of the State of Texas and such rules, regulations and policies as may be promulgated by MISD. Superintendent shall, at all times during the term of this Contract, meet MISD and State qualifications, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency, as well as such other certificates as may be required by law.

Any determination that Superintendent's performance does not meet expectations or constitutes a significant problem shall be based upon actual evidence of such deficiency. No action shall be taken against Superintendent as a result of his performance not meeting expectations or because same represents a significant problem unless MISD first notifies Superintendent of its complaint and Superintendent is given a reasonable opportunity to cure such deficiency.

3. **Reassignment.** During the term of this Contract, Superintendent may not be reassigned from the position of Superintendent to another position without Superintendent's express, prior, written consent.

4. **Termination.** Superintendent shall not ask for a release from this Contract without first obtaining the prior written consent of MISD.

MISD may dismiss Superintendent during the term of this Contract only for good cause. For the purposes of this Contract, "good cause" shall mean:

- a. conviction of a felony or other crime involving moral turpitude;
- b. violation of the terms of this Contract;
- c. failure of Superintendent to hold and maintain valid certificates required by the State of Texas;
- d. disability, not otherwise protected by law, that impairs performance of the required duties of superintendent for a continuous period in excess of six (6) months;
- e. retirement or death of Superintendent; or

f. the mutual agreement of Superintendent and the Board of Trustees to terminate this Contract.

5. **Term**. Superintendent is hereby employed, beginning March 1, 2023, for the remainder of the 2022-2023 school year and thereafter for three (3) additional school years, ending June 30, 2026.

6. **Salary**. As compensation for Superintendent's services, MISD agrees to pay Superintendent a minimum annual salary of \$330,000.00. During the term of this Contract, Superintendent's salary may not be reduced below the amount set out in this paragraph.

The annual salary to be paid Superintendent each year shall be paid in twelve (12) equal monthly installments, EXCEPT FOR the salary due during the balance of the 2022-2023 school year which salary shall be prorated and paid monthly based upon an annual salary of \$330,000.00, divided by 12, and multiplied by the number of months from March 1, 2023 through June 30, 2023. Monthly salary payments to Superintendent are due and payable on the first day of each month during the term of this Contract, except that the final payment due under this Contract shall be due and payable to Superintendent on June 30, 2026.

7. **Vacation and Other Benefits**. Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the District, including, but not limited to the vacation and illness benefits and leaves, and other forms of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative employee benefits.

The District shall pay the premiums for group health and hospitalization, vision and dental coverage under plans selected by the Superintendent from the District's group benefit

plans for the Superintendent and Superintendent's children (to the extent Superintendent's children remain eligible for coverage under the District's group benefit plans). Enrollment and coverage under such plans shall be at the discretion of the Superintendent according to the terms of the plans as they now exist or may hereafter be amended.

8. **Automobile Expenses.** MISD shall provide Superintendent with an automobile allowance in the total sum of \$1,300.00 per month, payable on the first day of each month.

9. **Expenses.** MISD shall pay or reimburse Superintendent for reasonable expenses incurred in attending approved professional meetings and conferences and for other reasonable expenses essential to the discharge of his assigned duties.

10. **Professional Legal Liability Insurance.** MISD shall obtain, and pay premiums for, a Policy of Professional Legal Liability Insurance with coverage in the sum of \$1,000,000. Superintendent shall be named as the insured in the policy of Professional Legal Liability Insurance.

11. **Other Benefits.** In addition to the other compensation and benefits set forth in this Contract, MISD agrees to provide Superintendent the following other benefits, at no cost to Superintendent: life insurance equivalent to life insurance provided by MISD for its other administrative employees, the cost of an annual physical with, or at, physicians, clinics, or hospitals of Superintendent's choice; and, reimbursement for all cost and charges associated with the acquisition and use of a mobile telephone by Superintendent. MISD agrees to make available to Superintendent computer and peripheral equipment for home use to facilitate fulfillment of the duties required under this Contract.

a. In addition, for each payroll period during the term of this Contract and provided that the

Superintendent executes a salary deferral agreement in accordance with the requirements of Section 403(b) and/or 457(b) of the Internal Revenue Code (the “Code”) in the amount of salary deferral contribution, the District shall add to the Salary of the Superintendent 100 percent of the maximum contribution allowed by the Code annually for the plan chosen by the Superintendent plus 100 percent of the maximum age 50 catch-up contribution and, provided that the Superintendent’s salary deferral agreements executed in accordance with the requirements of Sections 403(b) and/or 457(b) of the Code allow for deferrals that are at least equal to the salary amount added hereunder by the District, this shall be used by the Superintendent as a salary deferral contribution to a plan established by the District under either Section 403(b) or Section 457(b) of the Code. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, at the Superintendent’s option. The Superintendent shall at all times be 100% vested in his account under the 403(b) and/or 457(b) plan. The total salary deferral amount specified herein may be allocated to a plan established under Section 403(b) and/or 457(b) of the code, at the discretion of the Superintendent.

b. The District shall supplement the Superintendent’s salary by an amount equal to the Superintendent’s portion of the monthly member contribution to the Texas Teacher Retirement System (“TRS”) during the term of this Contract, including any extensions thereof.

12. **Consultant Activity.** To the extent not inconsistent with the duties of Superintendent, the Superintendent may serve as consultant to other school districts, colleges and universities, or educational agencies or groups, lecture, engage in writing activities and speaking engagements, and provide consultation services to private persons, firms, or entities engaged in educational endeavors, and shall be paid and receive reimbursement of expenses by MISD or

may be paid an honorarium or fee for such consultant services, in which event MISD shall not be obligated to pay such expenses. Consultation provided by Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law and approved in advance by the Board of Trustees. Superintendent agrees that he will not, during the term of this Contract, accept any consultation agreements with any person, firm or entity who has or seeks a contractual relationship with MISD, or who seeks action or inaction by MISD's Board of Trustees without first fully disclosing his relationship to the Board of Trustees and obtaining prior written approval of such relationship by the Board of Trustees. The Board of Trustees agrees to grant Superintendent sufficient release time to engage in the consultation services contemplated by this paragraph, provided, however, that the release time to be provided to Superintendent shall not interfere with the full and complete performance of the duties required of Superintendent under the terms of this Contract. Release time shall be approved by the President of the Board of Trustees prior to use by the Superintendent.

13. **Civic Activities.** Superintendent is encouraged to participate in community and civic affairs and to join social and civic clubs in the area. The expense of all such activities shall be paid by MISD.

14. **Personal Protection.** In the event the life or safety of Superintendent, or Superintendent's family, is threatened or otherwise appears in danger due to the performance of Superintendent's professional duties, MISD shall pay all reasonable cost incident to the protection of Superintendent and his family.

15. **Professional Growth Benefits.** Superintendent shall devote Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The

Board, however, encourages the continued professional growth of Superintendent through Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board encourages the use of data and information sources, the participation of Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, and the participation in informational meetings with those individuals whose particular skills, expertise or backgrounds would serve to improve the capacity of Superintendent to perform Superintendent's professional responsibilities for the District. In its encouragement of Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for Superintendent to attend and/or participate in such seminars, courses, or meetings. The District shall pay Superintendent's membership dues in the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve Superintendent's professional skills. MISD shall bear the costs and expenses for any such attendance or membership.

In its encouragement of Superintendent to grow professionally, the Board agrees to permit a reasonable amount of release time for Superintendent, as Superintendent and Board deem appropriate, to attend such other seminars, courses, or meetings not otherwise discussed in this paragraph.

16. **Reclassification of Income and/or Expenses.** Superintendent and MISD acknowledge and agree that from time to time the parties may mutually desire to reclassify expenses to income, or vice versa. To the extent that any such reclassification does not require MISD to expend funds in excess of those funds called for under this Contract, the Board of

Trustees authorizes the then President of the Board to enter into such reclassification with Superintendent without further action by the Board of Trustees. Any such reclassification shall be reduced to writing, titled *Reclassification of Compensation No. _____*, signed by the President of the Board of Trustees and the Superintendent and appended to this Contract. Upon such appendage, same shall become a binding part of this Contract.

17. **Indemnity.** MISD agrees to, and does, indemnify, defend, and hold Superintendent harmless of and from any loss and/or liability of any nature alleged against Superintendent individually, or in his capacity as Superintendent, arising as a result of Superintendent's performance of the duties of Superintendent, provided, however, that this indemnity does not, and shall not, extend to damages resulting from a final determination of commission of an illegal act by Superintendent.

18. **Miscellaneous.**

Controlling Law. This Contract shall be governed by the laws of the State of Texas and is performable in Dallas County, Texas.

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.

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 hereof, and this Contract shall

be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended in writing by agreement of all parties to this Contract.

Dated: March 1, 2023.

ATTEST:


MESQUITE INDEPENDENT SCHOOL
DISTRICT

By: 

Secretary, Board of Trustees

By: 

President, Board of Trustees


Angel Rivera, Ed.D.
Superintendent