



## SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

### Agenda Item Summary

Meeting Date: March 17, 2025

Agenda Section: Discussion and Possible Action

Agenda Item Title: Discussion and possible action to approve the Superintendent's Contract for Dr. Saul Hinojosa

From/Presenters: Dr. Saul Hinojosa, Superintendent

Description: A Superintendent of Schools is a critical leadership role within an educational institution, responsible for overseeing the entire school district's operating and ensuring its success. The individual provides visionary leadership that sets the direction for educational excellence. As the Chief Executive Officer, the District and he shall faithfully perform the duties as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all legal Board directives, state and federal laws, and lawful District policies, rules and regulations as they exist or may hereinafter be adopted or amended, including, but not limited to, the District monitoring system established by the Board. Except as provided in the Contract, the Superintendent shall devote to the performance of his duties in a faithful, diligent, and efficient manner.

Historical Data: Dr. Saul Hinojosa's contract of Acting Superintendent was approved on 2/26/2025.

Recommendation: To approve the Superintendent's Contract as presented

Purchasing Director and Approval Date: n/a

Funding Budget Code and Amount:

Goal: 2. SSAISD will recruit, develop, support, and retain effective teachers, principals, and other instructional staff.

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EMPLOYMENT CONTRACT

BETWEEN

THE SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

and

DR. SAUL HINOJOSA

Dated as of February 19, 2025

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**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT  
EMPLOYMENT CONTRACT**

THE STATE OF TEXAS       §  
  §  
COUNTY OF BEXAR       §

This Contract ("Contract") is by and between the Board of Managers ("Board") of the South San Antonio Independent School District ("District") and Dr. Saul Hinojosa ("Superintendent").

**WITNESSETH:**

WHEREAS, the Superintendent was appointed on February 19, 2025 by the Commissioner of Education for the State of Texas, pursuant to section 39A.202 of the Texas Education Code, to serve as the Superintendent of Schools for the District, and

WHEREAS, the Superintendent accepted the appointment to this position on February 19, 2025;

NOW, THEREFORE, pursuant to the authority of Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, and the general laws of the State of Texas, the Board and the Superintendent 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 commencing on February 20, 2025 ("Effective Date"), and ending on February 19, 2030. Upon execution by the parties, this Contract will become effective on February 19, 2025, and it will replace any prior understandings, agreements, or contracts between the parties. Beginning July 1, 2025, and for the remainder of this Contract and any extension thereof, each contract year shall be from July 1 through June 30 (hereinafter referred to as the "Contract Year").

1.2 At any time during the term of this Contract, the Board may, in its sole discretion, extend the term of this Contract for additional years as authorized by law, with the Superintendent's acceptance of such extension. The Superintendent does not have a property or liberty interest, or any other legally recognized and/or protected interest or expectation, in such extension by the Board. In the event that the Contract is extended, the Superintendent's compensation and benefits will be as set forth herein, unless the parties agree to different compensation and benefits in the form of a written addendum or new contract, signed by the parties.

## **2. EMPLOYMENT**

2.1 Duties. The Superintendent is the chief executive officer of the District and he shall faithfully perform the duties of Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all legal Board directives, state and federal laws, and lawful District policies, rules, and regulations as they exist or may hereinafter be adopted or amended, including, but not limited to, the District monitoring system established by the Board. Except as provided in this Contract, the Superintendent agrees to devote his time and energy to the performance of these duties in a faithful, diligent, and efficient manner. Specifically, the duties of the Superintendent shall include (but not be limited 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, reassignment and evaluation of all personnel other than the Superintendent;
- (c) make decisions regarding the District's personnel consistent with Section 2.6 herein;
- (d) manage the day-to-day operations of the District as its administrative manager;
- (e) 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;
- (f) prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies;
- (g) develop appropriate administrative regulations to implement policies adopted by the Board;
- (h) provide instructional leadership for the attainment of student performance based on the academic excellence indicators adopted by the State Board of Education and other indicators adopted by the Board;
- (i) organize the District's central administration staff subject to provisions of Section 2.6 herein; and,
- (j) communicate and collaborate with all members of the Board.

2.2 Professional Activities/Civic Organizations. The Superintendent shall reasonably attend and participate in appropriate professional and civic meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the District, including membership fees and dues of the Superintendent in such organizations as he deems appropriate in the performance of his duties, from funds budgeted for that purpose by the Board, and the Superintendent may hold offices or accept responsibilities in

these professional and civic organizations, provided that such meetings, offices and responsibilities do not interfere with the performance of his duties as Superintendent.

2.3 Writing, Teaching, Advising, Speaking, and Consulting Activities. The Superintendent shall be permitted to undertake writing, teaching, advising, and speaking activities, provided that these activities (i) do not interfere with the performance of his duties as Superintendent; (ii) so long as such activities do not give rise to a real or potential conflict of interest; and (iii) the Superintendent shall use weekends, holidays, vacation days and/or personal leave days when participating in such activities. Notwithstanding the foregoing, the Superintendent shall not undertake any such consulting activities outside of the District or be permitted to perform or engage in any services, consulting, or other activities for which he receives a financial benefit without prior approval from the Board as required by the Texas Education Code, Section 11.201(e). For purposes of this subsection, the receipt of reimbursement for a reasonable expense is not considered a financial benefit.

2.4 Professional Certification and Records. This Contract is conditioned on the Superintendent obtaining and providing valid and appropriate certification, or other waiver, permit or authorization to act as a superintendent in the state of Texas as prescribed by the laws of the state of Texas and the rules and regulations of the Texas Education Agency and the State Board for Educator Certification. The Superintendent must also file any other records required for the personnel files and for payroll purposes. Failure to provide necessary certification shall render this Contract void, and any material misrepresentation in the records may be grounds for termination.

2.5 Reassignment. The Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent's written consent.

2.6 Employment of Contract and Non-Contract Employees. In accordance with Sections 11.201 and 11.1513 of the Texas Education Code, the Board by policy and by this Contract has delegated to the Superintendent the sole authority to determine the terms of employment of all employees of the District except the Superintendent and Internal Auditor. Specifically, the Superintendent has been delegated the authority to employ all contract and non-contract employees and to direct, assign, reassign and transfer all employees in the manner which in his judgment best serves the District, subject to applicable law and exclusion of the District's Internal Auditor. The Superintendent's employment decisions are not subject to Board approval, except as required by applicable law. Further, the Superintendent has been delegated the authority to terminate or nonrenew all contract and non-contract employees, other than contract staff covered by Subchapters C, D, E, F, and G, Chapter 21, Texas Education Code and the Superintendent.

2.7 Board Meetings and Relation. The Superintendent, or his designee, shall have the right to attend all meetings of the Board and all Board committee meetings, both open and closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving the Superintendent's evaluation, consideration of the terms of the Superintendent's employment pursuant to the terms of this Contract, confidential discussions among Board members to resolve any differences of opinion among members of the Board, and when the Board is acting as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. Further, in accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide verbal or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.

2.8 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or (b) to the appropriate complaint resolution procedure as established by Board policies. Substantive complaints include, without limitation, 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.

### **3. COMPENSATION AND SALARY**

3.1 Annual Base Salary. The Superintendent shall be paid an annual base salary in the sum of Two Hundred Eighty Thousand Dollars (\$280,000.00) through the term of this Contract. From February 20, 2025 through June 30, 2025, the Superintendent shall be paid a prorated portion of the annual base salary.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, and without the necessity of entering into a new contract, in its sole discretion, review and adjust the salary of the Superintendent, but in no event will the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual written agreement of the parties. Any mutually agreed adjustments, if any, will be in the form of a written addendum to this Contract or a new contract signed by the parties, and such adjustment shall be exclusive of any other benefits unless specifically provided in the addendum or new contract.

3.3 Business Expenses. The District will pay or reimburse the Superintendent for reasonable reimbursable expenses as determined and incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract, from funds budgeted for that purpose by the Board. The District agrees to pay the reasonable actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental car, gasoline/mileage, and other expenses incurred in the performance of the business of the District. The District also will reimburse the Superintendent for the reasonable costs of flowers, plants and sympathy baskets made on behalf of the District and the Board and related to the death or illness of District employees, Board members, community leaders, or their immediate family members. The Superintendent shall comply with all policies, procedures, and documentation requirements in accordance with Board policies and established procedures. Annually, the Superintendent's travel and business expenses will be subject to review by the District's independent auditors. In addition, the Superintendent shall submit a quarterly report on his business expenses to the Board's Audit Committee.

3.4 Supplemental Retirement. Beginning on or before December 31, 2025, and on or before each December 31st thereafter during the Term, including any extensions thereof, the District shall contribute to the Supplemental Retirement Plan an amount equal to 21% of the contribution limit for employer contributions to a 403(b) plan and a 401(a) plan under Section 415(c) of the Internal Revenue Code (the "Code"), as indexed each year, less the maximum voluntary salary reduction contributions permitted by the Internal Revenue Code (the "Code") for a 403(b) plan. If the Contract is terminated for any reason prior to December 31st of a year in which the contribution under this section has not been made, the District shall make the contribution on or before the date of termination.

The Supplemental Retirement Plan shall consist of an employer paid 403(b) plan, a 457(b) deferred compensation plan and a 401(a) defined contribution plan. Any payments to the Supplemental Retirement Plan as provided in this section shall be made as employer paid non-elective contributions to the plans unless such payments exceed the limits under the Code, as described herein. Contributions to the Supplemental Retirement Plan shall first be made to a Board paid plan established under Section 403(b) of the Code. To the extent that such contribution exceeds the employer paid contribution limit under the Code for a 403(b) plan, the remaining contribution shall be made to a defined contribution plan established under Section 401(a) of the Code. To the extent that the remaining contribution exceeds the contribution limit for the 401(a) plan, then the Superintendent shall have the right to elect to receive the funds as cash or as an elective deferral to a 403(b) or 457(b) plan.

Each plan shall provide that the contributions made to the plan and all earnings thereon shall at all times be fully vested in the Superintendent. Each of these plans shall be established under a written plan document that meets

the requirements of the Internal Revenue Code (the “Code”) and such documents are hereby incorporated herein by reference. The funds for the plans shall be invested in such investment vehicles as are allowable under the Code for the applicable type of plan and such investment vehicles shall be chosen solely by the Superintendent.

3.5 Automobile/Automobile Expense. The Board shall provide the Superintendent with an automobile allowance for in-District travel in the sum of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per month. In addition to the allowance provided herein, the Board shall reimburse the Superintendent for out-of-District travel incurred by the Superintendent in the continuing performance of the Superintendent’s duties under this Contract.

3.6 Surcharge. The District shall pay any pension surcharges imposed or assessed by the Texas Teacher Retirement System (TRS) during the term of this Contract, including any extensions thereof.

3.7 Benefits. Except as otherwise provided in this Contract, the District will provide Superintendent with all other benefits on the same basis as other 12-month administrative employees of the District, including, without limitation, any stipends/bonuses/incentives provided to other 12-month administrative employees of the District.

3.8 Vacation and Holidays. The Superintendent may take, at the Superintendent's choice, 15 days of vacation per year of this Contract, which may be accumulated and carried forward up to a total of 30 days. On or before the conclusion of any Contract Year, at Superintendent's discretion, accrued but unused vacation days accumulated by the Superintendent during his employment by the District will be paid in a lump sum to the Superintendent or his survivors at the Superintendent's then current daily rate of pay based on a 226-day work year. The daily rate shall be calculated by dividing the sum of the Superintendent's compensation under Sections 3.1 and 3.4 by 226. The vacation days taken by the Superintendent will be taken in a single period or at different times at such time or times as will not substantially interfere with the performance of the Superintendent's duties as set forth in this Contract, with prior notice to the Board President prior to taking such leave. The Superintendent shall have the same duty days and shall observe the same legal holidays as those observed by administrative employees on 12-month contracts.

3.9 Personal and Sick Leave. The Superintendent will have five (5) state personal leave days and ten (10) local personal leave days per year of this Contract, the days to be taken in a single period or at different times. The Superintendent may accumulate local personal leave days up to a total of 30 days.

3.10 Annual Physical Examination. The Superintendent agrees to undergo an annual physical examination performed by the Superintendent's primary care physician or other physician selected by the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the essential duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress,



EKG and other procedures as deemed appropriate by the licensed physician. The physician shall submit a confidential statement to the Board President verifying the Superintendent's fitness to perform the essential functions of his job, and copies of all such statements shall be confidential to the extent permitted by law. The District shall pay all reasonable costs of the annual physical examination. The examination shall be performed on or before January 31 of each year of this Contract.

3.11 Taxable Benefits. Except for taxes required to be paid by the District, if any of the payments or benefits provided to the Superintendent in accordance any provision of this Contract are subject to federal income tax in any year of the Contract, any such tax consequences will be the Superintendent's individual responsibility.

3.12 Personal Protection. The District shall, at its expense, provide to the Superintendent such personal protection as the Board may deem necessary. In the event the life or safety of the Superintendent or the Superintendent's spouse or family is threatened or otherwise appears in danger due to the performance of the Superintendent's professional duties, the District shall pay the reasonable and necessary cost incident for the protection of the Superintendent and the Superintendent's spouse and family; provided, however, that such protection shall initially be sought from the police department or other appropriate governmental authority having jurisdiction in the District.

3.13 Information Technology/Communications. The District shall provide the Superintendent with a technology allowance in the sum of Six Hundred and No/100 Dollars (\$600.00) per month. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to said mobile telephone account other than the monthly payment to the Superintendent of the technology allowance stated herein. The District shall provide the Superintendent with other technology devices for the Superintendent's professional and personal use, consistent with Board policy and District practices. The Superintendent may use this equipment for both work and personal activities. The Superintendent understands that information stored in his cell phone, computer or other device is subject to public disclosure if such information is related to the public business of the School District or to his duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other device, whether owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on such devices shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

#### **4. ANNUAL PERFORMANCE GOALS/REVIEW OF PERFORMANCE**

4.1 Development of Superintendent Evaluation Metrics. Within three (3) months after the commencement of this Contract, the Superintendent shall participate in Lone Star Governance training with the Board, after which the Board shall adopt Board goals and constraints ("Board Goals") and the Superintendent shall propose progress monitoring targets ("Targets") to measure the Board Goals for Board approval. The Board Goals and Targets approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated. The Targets approved by the Board shall be specific, definitive, and measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the Targets.

4.2 Review of Performance. The Board shall evaluate and assess the performance of the Superintendent in writing on or before June 1, 2025, and on or before each June 1 thereafter during the term of this Contract. The meetings at which the Board evaluates the Superintendent will be held in closed meeting unless the Superintendent and the Board agree in writing that it should be held in an open meeting. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and the Targets associated with the Board's Goals and constraints developed pursuant to Section 4.1 herein and shall be considered confidential to the extent permitted by law.

4.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. If the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. In the event the Board deems that the evaluation instrument, format, or procedure is to be modified by the Board, and such modifications would require new or different performance expectations, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## **5. TERMINATION OF EMPLOYMENT CONTRACT**

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

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

5.3 Termination for Cause by the District. Superintendent may be terminated by District for cause as outlined below:

(a) In accordance with applicable law including Chapter 21 of the Education Code, the District may, without liability, terminate the Superintendent's employment hereunder for cause at any time upon written notice from the District specifying such cause. Grounds for termination "for good cause" include, but are not limited to, one or more of the following:

- (1.) A breach of Superintendent's fiduciary duties;
- (2.) A material breach of this Contract;
- (3.) An indictment, conviction, a plea of guilty, or a plea of nolo contendere for any act or omission relating to Superintendent's fraud, dishonesty, or crime involving moral turpitude;
- (4.) Engaging in acts which are defined as moral turpitude under state or federal laws and cause embarrassment to the District;
- (5.) Actions involving willful malfeasance or gross negligence in the performance of Superintendent's duties which could be materially and demonstrably injurious to the District;
- (6.) Commission of an act of fraud, embezzlement, or theft against the District;
- (7.) Subject to applicable law, any absence from work by Superintendent for more than ninety (90) days during any twelve (12) month period; and
- (8.) Any action considered good cause under state law.

(b) The procedure for termination of this Contract for good cause shall be as provided in Section 5.5.

(c) Upon any termination by District for good cause, and except as otherwise required by law, the Superintendent shall have no right to any compensation from District including, but not limited to, salary, bonuses, incentives, severance, benefits, or other compensation for any period subsequent to the date of termination; and shall have no right, except as otherwise required by law, to participate in any employee benefit

programs referred to in or provided to Superintendent under this Contract for any period subsequent to the date of termination.

5.4 Disability. In the event the Superintendent shall become physically or mentally unable to perform the essential functions of his job as Superintendent, the Board, at its option, may terminate this Contract and the employment of the Superintendent after the Superintendent's exhaustion of his personal and sick leave days and vacation days provided pursuant to Sections 3.8 and 3.9 herein. Verification of the illness or disability of the Superintendent shall be required whenever a majority of the Board requests it. Verification shall be by a physician designated by the Board and Superintendent; however, should the Board and Superintendent be unable to agree, the physician shall be the physician chosen under Section 3.10. Should the Superintendent be terminated due to such physical or mental disability, the Superintendent shall be entitled to one (1) year of his annual base salary and benefits as set out in Sections 3.1 and 3.4 through 3.13 of this Contract payable in lump sum by the District. Except for the payments set out in this Section, plus the amounts for vacation leave under Section 3.8, the District shall have no further liability to the Superintendent for any other compensation or benefits.

5.5 Termination Procedure. In the event that the Board proposes to terminate this Contract for good cause, the Superintendent shall be afforded the rights as set forth in the Board's policies and applicable state and federal law.

5.6 Nonrenewal of Contract. Except as otherwise provided herein, nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

5.7 Unilateral Termination. In the event the Board, by an affirmative vote of at least two-thirds of the full membership of the Board, unilaterally decides to terminate this Contract without good cause or in lieu of nonrenewal, the Superintendent will receive the lesser of (i) an amount equal to the value of two years of his current annual base salary and annual benefits as set out in Sections 3.1 and 3.4 through 3.13 of this Contract or (ii) the value of salary and all benefits, as set out in Sections 3.1 and 3.4 through 3.13 of this Contract, for the remaining term of the Contract. It is understood and agreed that in the event of unilateral termination by the Board, the Superintendent will receive only the payments specified in this Section plus the amounts due for vacation leave pursuant to Sections 3.8 herein. In exchange for this payment, the Superintendent agrees not to request a hearing or other process under Section 5.4 and 5.5 of this Contract. It is further understood and agreed that the payments provided above will be in full satisfaction of the District from all claims under this Contract. It is agreed that in the event of unilateral termination by the Board, the Superintendent will have no duty to mitigate damages.

5.8 Professional Liability. The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent,

or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or official capacity 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 extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found by a court of competent jurisdiction to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may fulfill its obligation to provide a legal defense under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board shall retain, and the District shall pay all attorneys' fees incurred by, attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. 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 under this section, then the Superintendent may elect to be represented in such proceeding by independent counsel. In such event, the District shall pay the attorney's fees, expenses, and costs reasonably necessary for the independent counsel to defend the Superintendent.

No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District's obligation under this paragraph shall survive termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.

The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District during the term of this Contract. After termination of this Contract, the Superintendent agrees to provide assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action, or legal proceeding brought against the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of Superintendent's employment with the District, at no additional expense to the District other than reimbursement to Superintendent for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Superintendent by virtue of his taking time off from his then current employment to assist the District at its request. If Superintendent is not employed at the time, the District shall compensate his at Superintendent's daily rate of pay, calculated in accordance with Section 3.8 of this Contract. Requests for assistance from Superintendent with respect to

such matters shall be made through the Board of Trustees' President, any successor Superintendent, or legal counsel for the District, and the amount to be reimbursed to Superintendent shall be mutually agreed upon in advance. The Superintendent's availability and consultation, under the terms and conditions of this Section, will be subject to any request for consultation not interfering with the Superintendent's then-current employment. The Superintendent's obligation under this paragraph shall continue after any termination of this Contract for a period of no more than four (4) years.

5.9 Resignation of Superintendent. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

## **6. MISCELLANEOUS PROVISIONS**

6.1 Controlling Law. This Contract shall be governed by the laws of the state of Texas, and it shall be performable in Bexar County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation or enforcement of this Contract shall be in Bexar County, Texas.

6.2 Waiver. No waiver of any of the provisions of this Contract shall be deemed for any purpose to be a waiver of the right of any party hereto to enforce strict compliance with the provisions hereof in any subsequent instance.

6.3 Severability. Each of the covenants and provisions contained in this Contract shall be enforceable independently of every other covenant and provision in this Contract and whether or not Superintendent has any claim or cause of action against the District based on this Contract or otherwise.

6.4 Entirety of Contract. This Contract supersedes all other agreements, either verbal or in writing, between the parties to this Contract with respect to the employment of the Superintendent for the term stated herein by the District and matters relating to this Contract. This Contract may be executed in one or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

6.5 Failure to Enforce Not Waiver. Any failure or delay on the part of either the District or the Superintendent to exercise any remedy or right under this Contract shall not operate as a waiver. The failure of either party to require performance of any of the terms, covenants, or provisions of this Contract by the other party shall not constitute a waiver of any of the rights under this Contract. No forbearance by either party to exercise any rights or privileges under this Contract shall be construed as a waiver, but all rights

and privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this Contract may be waived except by the written consent of the waiving party. Any such written waiver of any term of this Contract shall be effective only in the specific instance and for the specific purpose given.

6.6 Partial Invalidity. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions and otherwise valid and enforceable clauses of this Contract shall remain in full force and effect as if this Contract had been executed without any such invalid provisions having been included.

6.7 Section Headings. Any section headings contained in this Contract are for convenience only and shall in no manner be construed as a part of this Contract.

6.8 Non-Reliance. The Parties stipulate and agree that they have not relied upon any statements or representations, other than those expressed herein, made by any of the other parties hereto or by any person or entity representing any of the other parties hereto.

6.9 Terms Contractual. This Contract contains the entire agreement between the parties hereto. The terms of this Contract are contractual and are not mere recitals. This Contract cannot be modified or amended except by a written amendment signed by all Parties to this Contract.

6.10 Legal Consideration. The parties hereto stipulate and acknowledge that adequate legal consideration exists to support all such parties' execution and delivery of this Contract and the transactions, covenants, and agreements contemplated hereby.

6.11 Construction. This Contract is the product of negotiations between the Parties. The parties hereto agree that this Contract shall not be construed against the drafter and any rule of contract construction providing for an interpretation against the drafter shall not apply. The parties hereto agree that should any additional instruments be necessary or desirable to confirm and accomplish effectively the purposes of this Contract, or to establish the rights or discharge the obligations of any party hereunder, such additional instruments will be promptly executed and delivered upon the request of any such party.

6.12 Copy Effective. A copy of this Contract fully executed shall be as effective, for all purposes, as a signed original.

6.13 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.

6.14 Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by either party to the other (herein collectively called "Notice") shall be in writing and delivered in

person or by courier service requiring acknowledgment of receipt of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

(a) if to District to:

South San Antonio Independent School District

with copy to: [SS LAW FIRM ADDRESS]

(b) if to Superintendent, to:

Superintendent's Address on file with the District

With copy to:

Cory S. Hartsfield

Cory Hartsfield, P.C.

1701 W. Northwest Hwy, Suite 100

Grapevine, Texas 76051

cory@chartsfieldlaw.com

Notice given by personal delivery, courier service, or mail shall be effective upon actual receipt. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. Any party hereto may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

EXECUTED to be effective as the date first written above.

***[Execution Page Follows]***



**AGREED AND APPROVED:**

**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

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

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

**SUPERINTENDENT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Saul Hinojosa  
Superintendent of Schools

Date: \_\_\_\_\_