HARLANDALE INDEPENDENT SCHOOL DISTRICT
Superintendent Term Contract

STATE of TEXAS COUNTY of BEXAR

This Contract is entered into between the duly elected and authorized Board of Trustees (the "Board") of THE HARLANDALE INDEPENDENT SCHOOL DISTRICT (the "District") and GERARDO SOTO (the "Superintendent"), (collectively, "the Parties") in San Antonio, Bexar.

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 beginning December 31, 2019, and ending on June 30, 2022, unless extended by mutual agreement or terminated earlier. On January 11, 2021, the Board of Trustees took action to extend the Superintendent's contract to June 30, 2025. On September 14, 2021, the Board of Trustees took action to extend the Superintendent's contract to June 30, 2026, and by his signature below the Superintendent agreed. On September 12, 2022, the Board of Trustees took action to extend the Superintendent's contract to June 30, 2027, and by his signature below the Superintendent agreed. On September 26, 2023, the Board of Trustees took action to extend the Superintendent's contract to June 30, 2028, and by his signature below the Superintendent agreed. On September 16, 2024, the Board of Trustees took action to extend the Superintendent's contract to June 30, 2029, and by his signature below the Superintendent agreed. On September 3, 2025, the Board of Trustees took action to extend the Superintendent's contract to June 30, 2030, and by his signature below the Superintendent agreed.

2. **Certification.** The Superintendent agrees to provide and maintain the certifications, credentials and records required by law, Board Policy, State Board for Educator Certification and Texas Education Agency throughout the term of employment with the District. If the Superintendent's certification, credentials and/or records expire, are canceled, or revoked, this Contract or any extension or renewal thereof 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, 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 the Contract and any extension or renewal thereof.

   3.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract and any extension or renewal thereof, the Superintendent will notify the Board, in writing, of any arrest, 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 and/or interview(s) 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 Superintendent's employment application or interview may be grounds for immediate 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 the duties and have the powers prescribed by law, District policy and the Board. The Board may remove or assign additional duties to the Superintendent and change the Superintendent's responsibilities or work at any time during the Contract or any extension or renewal thereof, but the duties shall be appropriate to and consistent with the professional role of the Superintendent.

4.2 **Standard:** Except as otherwise permitted by this Contract or Board action, the Superintendent agrees to devote his full time and energy to the performance of his duties and goals as Superintendent. The Superintendent shall perform his duties and goals with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policies, Board goals 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 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.**

5.1 **Salary:** Beginning September 4, 2025, the District shall pay the Superintendent an annual salary of THREE HUNDRED FIFTY THOUSAND AND No/100 Dollars ($350,000.00) during the contract term. The annual salary shall be paid in installments consistent with Board policies. At any time during the term of the 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 annual salary set forth above subject to the following exceptions.

(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.

(b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be subject to furlough for the same number of days as other contract personnel and the Superintendent's salary shall be subject to reduction in proportion to the number of furlough days.

5.2 **TRS Contribution.** For the performance of the Superintendent duties beginning September 26, 2023, the District shall pay by an amount equal to all of the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System (TRS) in the percentage amount required by the Texas Teacher Retirement System for the account of the Superintendent during the term of this contract, including any extensions thereof. 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.

5.3 **TEA Accountability Rating Incentive.** The Superintendent will annually receive a one-time performance-based incentive payment based on the performance of the district. The incentive will be paid based on the district's overall state accountability rating as follows:

A rating: 8% of his current salary

B rating: 6% of his current salary

C rating: 2% of his current salary

The payment will be made within 30 days from the date the district receives the final and official district rating from the Texas Education Agency. The payment will be subject to all legally required payroll deductions and withholdings. This incentive begins with the district accountability rating starting with the 2025-2026 school year, and every year thereafter.

5.4 **Benefits.** The District shall provide benefits to the Superintendent as provided by state law, Board policies and as indicated herein. The Board reserves the right to amend its policies at any time during the term of the Contract or any extension or renewal thereof, to reduce or increase these benefits at the Board's sole discretion.

5.5 **Vacations, Holidays, and 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.

5.6 **Membership Dues.** The Board encourages the Superintendent to become a member and participate in professional associations and community and civic affairs, including chambers 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.

a. 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.

b. 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.

5.7 **Insurance.** The Superintendent may participate in the employee health insurance plan to the same extent and pursuant to the same terms available to the other administrative employees employed pursuant to a twelve-month contract.

6. **Superintendent Evaluation.** The Board shall evaluate and assess in writing the Superintendent's performance at least once a year during the term of the Contract or any extension or renewal thereof. The evaluation format and procedure shall comply with the law and Board policy. Unless the Superintendent expressly requests otherwise in writing, the Board shall conduct the evaluation of the Superintendent in closed session. In addition, the Board shall treat the completed evaluation instrument as confidential to the extent required by law. However, the Board and Superintendent may share the Superintendent's evaluation instrument with their respective legal counsel.

7. **Outside Employment.** The Superintendent may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District. For any such outside employment, the Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.

8. **Board Meetings.** The Superintendent shall attend all open meetings of the Board. The Superintendent shall also attend all closed meetings of the Board, unless excluded or excused by the Board. If the Superintendent is unable to attend a Board meeting, or has obtained the approval of the Board President to be absent from a board meeting, the Superintendent's designee shall attend the meeting in place of the Superintendent.

9. **Suspension.** In accordance with Texas Education Code Chapter 21 and Board policy, the Board may suspend the Superintendent without pay during the term of the Contract or any extension or renewal thereof for good cause as determined by the Board.

10. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of the Contract or any extension or renewal thereof, or resignation under the Contract or any extension or renewal thereof will be pursuant to Texas Education Code Chapter 21 and Board Policy.

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

12. **Other Termination.** In addition to other manners of termination provided herein or as allowed pursuant to Board policy or the Texas Education Code, this Contract or any extension or renewal thereof, shall terminate upon the death of the Superintendent or upon the Superintendent's retirement or resignation from the position.

13. **Agreed Termination.** The Superintendent and the Board may agree in writing to terminate the Contract or any extension or renewal thereof, pursuant to any mutually agreed-upon terms and conditions.

14. **Extension.** At any time during the Contract term, the Board may, in its discretion, reissue the Contract for an extended term. Failure to reissue the Contract for an extended term shall not constitute nonrenewal under Board policy.

15. **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 not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.

16. **Indemnity.** To the extent consistent with the law, including Texas Civil Practice & Remedies Code Chapter 101 and 102, the District agrees to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as Superintendent of the District, acting within the course and scope of the Superintendent's employment (Covered claim).

    The term Covered Claim excludes any demands, claims, suits, actions, judgments, expenses, and/or attorneys' fees where it is determined that the Superintendent committed

official misconduct, a willful or wrongful act or omission, an act or omission constituting gross negligence, a crime or an act of bad faith. The indemnity also excludes any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract held by either the District or by the Superintendent. The District's obligations under the section do not apply in any way to criminal investigations or any criminal charges or proceedings.

The District and the Superintendent shall select the Superintendent's legal counsel for any Covered Claim by agreement if such legal counsel is not also the District's legal counsel. If legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel is subject to the terms of the applicable insurance contract.

The Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. Contingent upon the Superintendent providing such full cooperation, the District shall reimburse the Superintendent's reasonable, related, expenses, including travel and lodging. The Parties obligations under the section shall continue after the termination of the Contract.

17. **General provisions.** The Contract is executed in duplicate originals, each of which may constitute an original document, by the President of the Board of Trustees, after proper authorization, and by the Superintendent.

17.1 **Amendment:** The Contract or any extension or renewal thereof may not be amended except by written agreement of the Board of Trustees and the Superintendent (the **"Parties").**

17.2 **Severability:** If any provision in the Contract or any extension or renewal thereof 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 or any extension or renewal thereof. The Contract or any extension or renewal thereof shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract or any extension or renewal thereof. Forbearance or indulgence by the District in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the Superintendent to which the same may apply, except by written consent of the District.

17.3 **Entire Agreement:** Any existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent in whatever capacity, including any contract previously entered between the District and the Superintendent, are superseded by this Contract. This Contract and any addenda constitute the entire agreement between the Parties.

17.4 **Applicable Law and Venue:** Texas law shall govern this Contract or any extension or renewal thereof. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this

Contract or any extension, termination, non-renewal or renewal thereof, shall be Bexar County, Texas, unless otherwise provided by law. If litigation is brought in federal court, the Parties agree that venue shall be in the Western District of Texas.

17.5 **Informed Execution of Contract.** The terms of this Contract have been requested, negotiated and included by the Superintendent, with the assistance of his legal counsel. By the execution of this Contract, the Superintendent expressly warrants that he has read the Contract, understands its terms, has had the opportunity to confer with legal counsel of his choice regarding its contents, and has signed the Contract of his own free will. Before executing this Contract, the Superintendent has conferred with his independent legal counsel regarding any effect, legal or otherwise, that execution of the Contract may have on the Superintendent, in any way, including but not limited to Superintendent's federal income tax liabilities or participation in, or eligibility for retirement and benefits under the Teacher's Retirement System of Texas ("TRS"). The Superintendent also warrants and agrees that he has not received or relied upon any advice or representations whatsoever, legal or otherwise, from the District, the District's employees or the District's legal counsel when deciding to execute this Contract. The Superintendent further expressly warrants that he is over the age of eighteen (18) and has no disabilities, whether legal or otherwise, which could invalidate the Contract.

17.6 **Prerequisite to Last Salary Payment.** Superintendent shall satisfactorily submit or account for all reports, school equipment, or other required items at the end of the Contract term or earlier termination. Superintendent agrees that the District's payment to him of the last salary payment due under this Contract or any extension is conditioned upon the District's receipt from Superintendent of all such items.

17.7 **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.

17.8 **Issues No Addressed.** Any issue or topic not addressed herein will be governed and construed according to applicable Board Policy.

18. **Notices.**

18.1 **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 notice by effecting notice orally or in writing at an official meeting or by delivering written notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

18.2 **To Board:** The Board agrees that the Superintendent may meet any legal

obligation to give the Board notice by providing written notice to the President and Vice President of the Board. The Superintendent may provide such written 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, accept the terms and conditions herein and agree to abide by its terms and conditions:

By: Gerardo Soto

Gerardo Soto,
Superintendent, Harlandale Independent School District

Date signed: _____

By: _____

Norma Cavazos,
President, Board of Trustees Harlandale Independent School District

Date signed: 9.04.2025