

BANQUETE ISD
Achieving Excellence

STATE OF TEXAS §
 §
NUECES COUNTY §

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Superintendent's Employment Contract ("Contract") is made and entered into on the date executed below, by and between the Board of Trustees (the "Board") of the Banquete Independent School District (the "District") and Adriana Tagle (the "Superintendent").

The Board and the Superintendent, for and in consideration of the described terms and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, agree as follows:

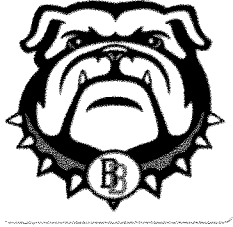
I. Term

1.1 Term. The Board offers employment to the Superintendent, and the Superintendent accepts the offer of employment, as Superintendent of Schools for the District commencing on June 24, 2025, and ending on June 30, 2028. The District may, by action of the Board and with the Superintendent's consent, extend the term of this Contract as permitted by law.

1.2 No Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

1.3 Criminal History. At the beginning of this Contract, and at any time during this Contract, the Superintendent agrees to submit to a review of her national criminal history record information if required by the District, the Texas Education Agency, or the State Board for Educator Certification. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract. The Superintendent agrees that the Superintendent will notify the Board in writing of any arrest, charge by information, indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any for any felony, any offense involving moral turpitude, and any offenses set forth in Policy DH (Local). The Superintendent agrees to provide such notification within the period specified in Board policy.

1.4 False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any knowing or conscious 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.



BANQUETE ISD
Achieving Excellence

II. Employment

2.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in Texas Education Code §§ 11.1512, 11.1513, and 11.201, the job description, Board Policy, and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval and consistent with Board policy and state and federal law. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with state law, Board policy, and the professional role and responsibility of the Superintendent.

2.2 Professional Certification. The Superintendent shall, at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law.

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

2.4 Board Meetings. The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both open and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. In accordance with Texas Education Code § 11.051(a-1), 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.



BANQUETE ISD
Achieving Excellence

2.5 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, by employees, students or members of the public, 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 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.

2.6 Indemnification. To the extent it may be permitted by applicable law, including, but not limited to, Texas Civil Practice & Remedies Code, Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal or administrative proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s) that is (are) the basis of any such demands, claims, suits, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demands, claims, suits, actions, judgments, expenses, and attorneys' fees for those claims or any causes of action where it is determined that the Superintendent committed official misconduct; or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence; or acted in bad faith; and excluding any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for Superintendent will depend on the terms of the applicable insurance contract. To the extent this Section 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.6 shall survive the termination of this Contract.

III. Compensation and Benefits

3.1 Salary. The District shall pay the Superintendent an annual salary of One Hundred Forty-Five Thousand Dollars (\$145,000.00). This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's payroll practices for District employees.



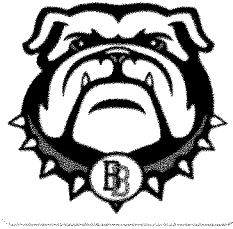
BANQUETE ISD
Achieving Excellence

3.2 Salary Adjustments. At any time during the term of this Contract, 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 Section 3.1 of this Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary. Subject to and without waiving any Constitutional and/or other legal challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Education Code Sections 21.212(f), 21.4021 and/or 21.4032

3.3 Vacation, Legal Holidays and Personal Leave. The Superintendent may take, at the Superintendent's choice, the greater of (i) five (5) days of vacation annually or (ii) the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will not substantially interfere with the performance of the Superintendent's duties as set forth in this Contract. Accrued but unused vacation days shall accumulate and carry forward from year to year during the term of this Contract. At the sole option of the Superintendent, either on or before the end of each year of the term of this Contract, at retirement, or when the Contract is terminated, either voluntarily or involuntarily, the District shall pay in a lump sum to the Superintendent any accrued but unused vacation, non-duty days at the Superintendent's daily rate of pay as of the payment date. The daily rate shall be calculated by dividing the Superintendent's TRS creditable compensation by 226. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same personal leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, the days to be in a single period or at different times.

3.4 Insurance. The Superintendent may participate in the basic employee group health care plan provided by the District in accordance with District policies and practices for the administration of the basic employee group health care plan. The District shall pay the same premiums for medical, dental and vision insurance coverage for the Superintendent as it does for other administrators on twelve-month contracts, pursuant to the group health care plan(s) provided by the District for its administrative employees and selected by the Superintendent.

3.5 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance 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, and encourages the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the



BANQUETE ISD
Achieving Excellence

participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership. Membership fees and expense reimbursement under this section is limited to the amount budgeted by the Board for this purpose.

3.5.1 Professional Development. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and the Board deem appropriate to attend such seminars, courses, or meetings. The District agrees to provide in the District's annual budget, during the term of this Contract and for the benefit of the Superintendent, a professional development budget per contract year to be used for registration, travel, meals, lodging, and other related expenses.

3.5.2 Professional Organizations. The District encourages the continuing professional growth of the Superintendent through participation in professional organizations and activities and shall pay the membership fees of the Superintendent for at least two professional organizations. In addition, the District shall pay reasonable costs and expenses for other memberships organizations mutually agreed to be necessary to maintain and improve the Superintendent's professional development. With the prior approval of the Board, the Superintendent may hold office in such professional organizations, serve as a consultant to other school districts or educational agencies, lecture, engage in writing activities and speaking engagements, or engage in other similar short-term activities that do not interfere with the performance of the duties as Superintendent.

3.6 Civic Activities. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board finds that such participation serves a legitimate purpose related to the District's educational mission. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of the duties as Superintendent. The Superintendent will seek approval from the Board prior to joining civic organization for which the Superintendent intends to seek reimbursement for participation or membership dues. The District shall reimburse the Superintendent for the cost of membership in two Board-approved local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval and availability of funds budgeted for that purpose.

3.7 Expenses. The District shall pay or reimburse the Superintendent for her reasonable expenses incurred in the performance of the Superintendent's duties under this Contract. The



BANQUETE ISD
Achieving Excellence

District agrees to pay the Superintendent's actual and incidental costs for travel in Superintendent's personal vehicle outside of the District in the performance of District business. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, and other expenses. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies and shall limit travel expenditures and incidental costs to the amounts budgeted by the Board for that purpose.

3.8 Electronic Devices. The District shall provide the Superintendent with a laptop computer, notebook computer, cell phone, and other similar portable devices in accordance with standard District practices for administrators on twelve-month contracts. 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. 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 the cell phone, computer or other 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.

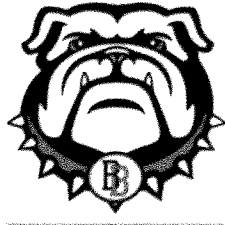
3.9 Use of District Vehicles. The Superintendent shall be permitted to use a District vehicle of her choice in the performance of District business. The Superintendent shall have right of first refusal over any other employee regarding the choice of the District vehicle to use.

3.10 Benefits. In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies including, without limitation, any stipends/bonuses/incentives provided to other administrative employees of the District. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

IV. Residence

4.1 Relocation Required. The Superintendent agrees that, not later than January 20, 2026, the Superintendent will permanently reside within the geographic boundaries of the District. The parties may extend this timeframe upon mutual agreement.

4.2 Moving Expenses. The District agrees to pay up to \$3,500.00 for the Superintendent's relocation described in Section 4.1. The Superintendent shall provide bids from three relocation/moving companies to the District. The District will subsequently pay the moving expense directly to the relocation/moving company that the District chooses to perform the work or reimburse the Superintendent.



BANQUETE ISD
Achieving Excellence

4.3 Duration of Residency Requirement. The Superintendent agrees that upon relocating in accordance with Section 4.1, the Superintendent will maintain permanent residence within the geographic boundaries of the District for the duration of the Contract while serving as Superintendent of the District, unless otherwise mutually agreed by the parties.

4.4 District Housing Required. The Superintendent shall reside in the residential property that the District owns during the term, and any extension thereof, of the Contract. The Superintendent shall pay rent in the amount of \$500.00 per month and pay the monthly utilities associated with the residence. The District and the Superintendent will execute a separate residential lease agreement containing these financial terms and other terms incidental to the landlord-tenant relationship under the laws of the state of Texas.

V. Annual Performance Goals

5.1 Development of Goals. The Superintendent, in cooperation with the District-level Planning and Decision-Making Committee, shall submit to the Board each year, for its consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall be written and reflected in Board minutes or the Superintendent's annual written evaluation ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The District Goals approved by the Board shall be specific, definitive, and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the goals.

VI. Review of Performance

6.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

6.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall be conducted in a closed meeting and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.



BANQUETE ISD
Achieving Excellence

6.3 Evaluation Format and Procedures. 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 Superintendent's job performance 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. That response shall become a permanent attachment to and from part of the evaluation in the Superintendent's personnel file. Within thirty 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 or all of one closed meeting annually to a discussion of the working relationship between the Superintendent and the Board. If the Board deems that the evaluation instrument, format, and/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 time to demonstrate such expected performance before being evaluated.

VII. Extension or Nonrenewal of Employment Contract

7.1 Extension/Nonrenewal. Extension and/or non-renewal of this Contract shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

VIII. Termination of Employment Contract

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

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

8.3 Termination for Good Cause. The Board may terminate the Contract and employment of the Superintendent during the term of the Contract for good cause as determined and defined under and pursuant to applicable Texas law and District Board policies.

8.4 Suspension Without Pay for Good Cause. The Board may suspend, without pay, the employment of the Superintendent during the term of the Contract for good cause as determined and defined under and pursuant to applicable Texas law and District Board policies.



BANQUETE ISD
Achieving Excellence

8.5 Termination Procedure. If the Board proposes to suspend the Superintendent without pay or terminate this Contract for “good cause,” the Superintendent shall be afforded all rights set forth in the Board’s policies and state and federal law.

8.6 Resignation of Superintendent. The Superintendent may resign employment 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.

IX. Miscellaneous

9.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas and shall be performable in Nueces County, Texas, unless otherwise provided by law.

9.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

9.3 Conflicts. If there are 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, 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.

9.4 Savings Clause. If any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties regarding the employment of the Superintendent for the term stated herein have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

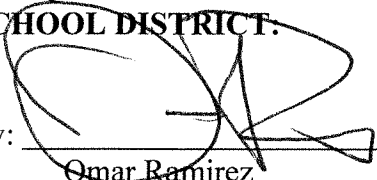
9.5 Authority. The Board authorized the President to execute the Contract on behalf of the District by action at a duly called and posted meeting.

Executed on the date indicated below.



BANQUETE ISD
Achieving Excellence

**BANQUETE INDEPENDENT
SCHOOL DISTRICT:**

By: 
Omar Ramirez
President, Board of Trustees

Date: 6-18-25

SUPERINTENDENT OF SCHOOLS:

By: 
Adriana Tagle

Date: 6/19/2025