

MICHAEL HINOJOSA, ED.D.  
SUPERINTENDENT OF SCHOOLS



January 25, 2018

Kelsy Mittauer  
Special Projects Producer  
CBS  
KTVT KTXA-TV DALLAS-FORT WORTH

VIA EMAIL: [kmittauer@cbs.com](mailto:kmittauer@cbs.com)

Dear Ms. Mittauer:

You have requested a copy of the Superintendent's contract, including specified segregable payment data. The Superintendent's contract is attached. The contract has the various payment information that you have requested that is applicable. In addition, the Dallas ISD pays a health surcharge to TRS for retiree health care in the amount of \$535 per month. There is also a retiree surcharge in the amount of \$4,047.92 per month. Please note that the Dallas ISD pays the health and retiree surcharge amounts directly to the Texas Retirement System (TRS). Please let me know if additional information is needed.

Sincerely,

A handwritten signature in blue ink that reads "Leticia D. McGowan". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Leticia D. McGowan  
Assistant General Counsel

**DALLAS INDEPENDENT SCHOOL DISTRICT  
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

THE STATE OF TEXAS §

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF DALLAS §

**THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT** ("Contract") is made and entered into effective this 6<sup>th</sup> day of October 2015, by and between the Board of Trustees (the "Board") of the Dallas Independent School District (the "District") and Eliu Misael "Michael" Hinojosa ("Superintendent").

**WITNESSETH:**

**NOW, THEREFORE**, the Board and the Superintendent, for and in consideration of the terms and conditions hereafter established and pursuant to Section 11.201 and Chapter 21 of the Texas Education Code, have agreed, and do hereby agree, as follows:

**I.**

**TERM**

**1.1. INITIAL TERM.**

The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District commencing on October 6, 2015 and ending on December 31, 2017. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

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, expressed or implied, is created in continued employment beyond the Contract term.

**1.2 TERM EXTENSION.**

Beginning on December 31, 2016, and in December of each year thereafter, this Contract shall automatically extend for an additional twelve (12) months in the event the Superintendent receives a minimum performance appraisal of an overall rating of "Proficient", unless the Board provides written notice no later than December 31<sup>st</sup> of each year of its intent not to extend the Contract. Any extension of the term under this Section 1.2 shall be with the written agreement of the Superintendent, and shall not exceed five (5) years, or as permitted by state law. The President of the Board shall notify the Superintendent in writing promptly after each such meeting as to the action taken at such meeting, provided a contract extension is considered by the Board.

**II.**

**EMPLOYMENT**

**2.1. DUTIES.**

The Superintendent is the chief executive officer of the District and educational leader of the District and shall administer the School District and shall faithfully perform the duties of the Superintendent of Schools for the District in accordance with Board Policies including, but not limited to Policy BJA (LEGAL) and BJA (LOCAL) and as may be assigned by the Board, and shall comply with all lawful Board directives, state and

**DALLAS INDEPENDENT SCHOOL DISTRICT**

---

**SUPERINTENDENT'S EMPLOYMENT CONTRACT**

federal law, District policy, rules, and regulations as they exist or may hereinafter be adopted or amended. Specifically, it shall be the duty of the Superintendent 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 and evaluation of all personnel other than the Superintendent, except as provided by Section 11.202 of the Texas Education Code ("Code");
- (c) Oversee compliance with the standards for school facilities established by the Commissioner;
- (d) Make recommendations regarding selection of the District's personnel, subject to Board approval and consistent with Section 11.1513 of the Texas Education Code and the other provisions of this Contract;
- (e) Initiate the proposed termination or suspension of an employee's employment or the proposed nonrenewal of an employee's term contract;
- (f) Manage the day-to-day operation of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of District operation;

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

- (g) 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 and administer the budget;
- (h) Prepare recommendations and/or revisions for policies to be adopted by the Board and oversee the implementation of adopted policies;
- (i) Develop or cause to be developed appropriate administrative regulations to implement policies adopted by the Board;
- (j) Provide leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators by the Texas Commissioner of Education or the District's Board of Trustees;
- (k) Organize the District's central administration;
- (l) Communicate and collaborate with all members of the Board;
- (m) Consult with the District-level committees, as required under Section 11.252(f) of the Code;
- (n) Ensure:
  - (1) Adoption of a student code of conduct, as required under Section 37.001 of the Code and enforcement of that code of conduct; and
  - (2) Adoption and enforcement of other student disciplinary rules and procedures as necessary;
- (o) Submit reports as required by state or federal law, rule, or regulations;
- (p) Submit reports as requested by Board of Trustees;

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

- (q) Provide joint leadership with the Board of Trustees to ensure that the responsibilities of the Board and Superintendent team are carried out; and
- (r) Perform any other duties lawfully assigned by action of the Board of Trustees.

Except as provided in this Contract, the Superintendent agrees to devote his full time, skill, labor and attention to the performance of these duties with reasonable care and in a faithful, diligent and efficient manner. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

**2.2 CONSULTATION ACTIVITIES.**

The Superintendent shall be allowed to finish any consulting commitments with current non-profit and not-for-profit organizations through June 30, 2016, all of which are hereby approved by the Board. The Superintendent may engage in other consulting activities with any other individuals or entities, provided that these activities do not interfere with the performance of his duties as Superintendent. The Superintendent shall use any available vacation, holiday or personal leave days when engaging in consulting activities. At least three (3) days prior to the Superintendent leaving the District for consulting purposes, the Superintendent shall notify the President of the Board regarding the dates and length of time the Superintendent will be out of the District for each consultation. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting

Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law.

**2.3. PROFESSIONAL GROWTH/ACTIVITIES.**

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 shall encourage the use of data and information sources, and shall encourage 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 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. 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 shall pay the Superintendent's membership dues to the American Association of School Administrators, the Texas Association of School Administrators and one other membership deemed appropriate by the Board and necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

related expenses for such attendance and membership and subject to advanced notice to the Board.

The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the 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. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity. The Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District, subject to advance Board approval.

**2.4. PROFESSIONAL CERTIFICATION AND RECORDS.**

This Contract including any renewal or extensions thereof, is conditioned on the Superintendent providing a valid and appropriate certification to act as a Superintendent in the State of Texas as prescribed by the laws of the State of Texas and the rules and regulation of the Texas State Board of Educator Certification. Failure to hold a valid and appropriate certification shall render this Contract voidable. The Superintendent must also file any other records required for personnel files and for payroll purposes.



**2.5. EMPLOYMENT OF STAFF.**

The Superintendent shall have the sole authority to select and employ all contract and noncontract staff, except for the Internal Auditor and related personnel in the Internal Audit Services Department and subject to the District's salary schedule and budget as approved by the Board, including the authority to organize, reorganize, arrange, direct, assign, reassign and transfer staff in the manner which best serves the District. Further, the Superintendent shall have the authority to terminate or non-renew all staff, and any other administrators who are not covered by Chapter 21, Texas Education Code.

Prior to publicly announcing the hiring, assignment, reassignment, transfer or termination of any Administration's Senior Staff as defined hereinafter, the Superintendent shall inform the Board of said hiring, assignment, reassignment, transfer or termination. Administration's Senior Staff is defined as Chief Officer, Deputy Superintendent, Associate Superintendent, Assistant Superintendent, and General Counsel, and their equivalents.

Further, the Superintendent shall develop and implement administrative procedures, rules and regulations that the Superintendent believes necessary for the efficient and effective operation of the District and which are consistent with Board Policies, state and federal law.

**2.6. BOARD MEETINGS AND RELATIONS.**

The Superintendent shall 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 Contract or the Superintendent's salary and benefits, as set forth in this Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, and/or when the Board is acting as a tribunal. In the event of absence, the Superintendent may designate a member of the Administration's Senior Staff to attend such meetings.

**2.7. 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 either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) 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 District Board policies.

**2.8. REASSIGNMENT.**

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

**III.**

**COMPENSATION AND SALARY**

**3.1. ANNUAL BASE SALARY.**

The Superintendent shall be paid an annual base salary in the sum of Three Hundred Thirty-Five Thousand Dollars (\$335,000.00). This annual salary rate shall be

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

paid to the Superintendent in equal installments consistent with Board policy. The annual salary increase shall be distributed according to the Superintendent's performance appraisal rating.

The District shall pay any pension surcharges imposed or assessed by the Texas Teacher Retirement System ("TRS") during the term of this Contract and any extension thereof.

**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 pursuant to Section 3.1 of this Contract except by mutual agreement of the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

**3.3. BUSINESS EXPENSES.**

The District shall pay or reimburse the Superintendent for reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the 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, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all policies, procedures and documentation requirements in accordance with Board policies and established procedures, which shall be subject to review by the

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

District's independent auditors. In addition, the Superintendent will submit a quarterly report on business expenses to the Board during the Board Business Briefing.

**3.4. HEALTH AND OTHER INSURANCE.**

The District shall pay any health benefit surcharges imposed or assessed by the TRS during the term of this Contract and any extension thereof.

**3.5. VACATION, HOLIDAY AND PERSONAL LEAVE.**

The Superintendent may take, at his choice, subject to the Board's notification, a maximum of twenty-five (25) days of vacation and personal leave. The vacation and personal leave days taken by the Superintendent shall be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in the Contract.

On June 30<sup>th</sup> of each year of the term of this Contract, accrued but unused vacation days shall be purchased by the District, or when the Contract is terminated, either voluntarily or involuntarily and paid to the Superintendent in accordance with this section. The value of any such accrued but unused vacation days at the Superintendent's daily rate of pay shall be contributed by the District to an employer paid Supplemental Retirement Plan. Such contributions shall be non-elective and may not be paid to the Superintendent in cash. The contribution shall first be made to a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). If the contribution exceeds the annual limit under the Code for a contribution to the 403(b) plan, the remaining contribution shall be made to a plan established under Section 457(b) of the Code. If the contribution to the 457(b) plan exceeds the annual limit under

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

the Code for a contribution to the 457(b) plan, the remaining value of the vacation days shall be contributed to the Supplemental Retirement Plan the following calendar year. 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 plan shall be established under a written plan document that meets the requirements of 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. The daily rate of pay used to calculate the value of accumulated accrued but unused vacation days shall be the annual base salary, as referenced in Section 3.1 of this Contract, divided by 226 days.

The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts.

**3.6. SICK LEAVE.**

The Superintendent shall have the same sick leave benefits as authorized by Board policies for administrative employees on twelve-month contracts.

**3.7. NOTIFICATION OF ABSENCE FROM WORK.**

(a) When Superintendent intends to be absent from the District for three (3) or more consecutive days for any reason, he shall notify the President of the Board in writing or electronically at least five (5) work days prior to the absence except in the event of a personal or family emergency. In such cases, the President of the Board shall be notified as soon as practical.

(b) In the event Superintendent will be hospitalized for non-emergency purposes, Superintendent shall give the Board at least three (3) days written notice of each hospitalization.

**3.8. ANNUAL PHYSICAL EXAMINATION.**

The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The annual physical examination as provided herein, 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 President of the Board verifying the Superintendent's fitness to perform the Superintendent's duties, and copies of all such statements shall be maintained as confidential to the extent permitted by law. The District shall pay all reasonable costs of the annual physical examination.

**3.9. INDEMNIFICATION AND DEFENSE.**

(a) The District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, or other legal proceedings against the Superintendent 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 fullest extent permitted by law, except for internal investigations conducted by the District and expressly authorized by the Board. The District has no obligation to indemnify, defend, or hold the Superintendent harmless regarding any claims, demands, or other legal proceedings against the Superintendent if

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

the Superintendent admits in writing or under oath, or is found by a Court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

- (b) Except for internal investigations conducted by the District and expressly authorized by the Board, the District shall advance the attorney's fees, expenses and costs reasonably necessary to defend the Superintendent in any civil claims, demands, duties, actions or other legal proceedings against the Superintendent in which the Superintendent is alleged (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.
- (c) If the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct, then the Superintendent shall promptly reimburse the District all sums advanced by the District to defend the Superintendent in the court proceeding in which such admission or finding is made within one hundred and twenty (120) days or as agreed by the Board.
- (d) In the case of any criminal proceeding arising out of the Superintendent's responsibilities as Superintendent or other actions against the District, the

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

District shall advance the attorneys' fees, expenses and costs reasonably necessary to defend the Superintendent in any criminal claims, demands, duties, actions or legal proceedings against the Superintendent. If the Superintendent admits in writing or under oath or is found by a court of competent jurisdiction to have engaged in criminal conduct, then the Superintendent shall promptly reimburse the District all sums advanced by the District to defend the Superintendent in court within one hundred and twenty (120) days or as agreed by the Board.

- (e) The District may fulfill its obligation by (i) purchasing appropriate insurance coverage for the benefit of the Superintendent, or (ii) including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District.
- (f) The Superintendent agrees to provide reasonable assistance to and cooperate with the District, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the District.
- (g) No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation assumed by the District.
- (h) 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 3.9, then the Superintendent may elect to be



DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

represented in such proceeding by independent counsel. In such event, the District will pay the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Superintendent, subject to the provisions of this Section 3.9.

**3.10. RESIDENCE.**

Superintendent, as a condition of his appointment and continued employment as Superintendent, agrees to establish his permanent residence within the geographical boundaries of the District. Annually, Superintendent shall provide evidence of Superintendent's residence within the territorial boundaries of the District to the President of the Board.

**3.11. PROFESSIONAL LIABILITY INSURANCE.**

The District does hereby agree to provide the Superintendent, at the District's expense, professional liability insurance in the face amount of at least One Million Dollars (\$1,000,000.00).

**IV.**

**ANNUAL PERFORMANCE GOALS**

**4.1. DEVELOPMENT OF GOALS.**

The Superintendent shall by September 1st of each year during the term of this Contract, submit for the Board's consideration and adoption, a proposed list of goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria upon which the Superintendent's performance will be reviewed and evaluated ("District Goals").

**4.2. PERFORMANCE REVIEW.**

The Board shall evaluate and assess the performance of the Superintendent in writing at a mutually agreed upon time, not later than December 31<sup>st</sup> of each year of this Contract, with the first evaluation occurring no later than December 1, 2016. The meetings at which the Board evaluates the Superintendent will be held in a closed meeting unless the Superintendent requests 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 this Contract and consistent with Board Policy BJA (LEGAL) and BJA (LOCAL) and the District Goals for the District.

**4.3. CONFIDENTIALITY.**

Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session 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.

**4.4. ANNUAL EVALUATION FORMAT AND PROCEDURE.**

The annual evaluation format and procedure shall be in accordance with the Board's policies and state and federal law and in consultation with the Superintendent. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

**4.5 OTHER INTERIM EVALUATIONS.**

Nothing in this Contract prohibits or limits the Board's ability to conduct formal or informal interim evaluations, between annual performance evaluations, regarding the performance of the Superintendent, as deemed by the Board in its sole discretion to be necessary or helpful.

**V.**

**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. DISMISSAL FOR GOOD CAUSE.**

The Board may dismiss the Superintendent during the term of this Contract for good cause as that term is applied to term contract employees under Texas Law. Said termination will relieve the District of any obligations to make further payment to the Superintendent pursuant to the terms of this Contract. Examples of "good cause" include, but are not limited to:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;

- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Convicted of driving while intoxicated;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to report to the Board any arrest, conviction, or deferred adjudication for any felony or conviction involving moral turpitude as required by District policy;
- (j) Failure to meet the District's standards of professional conduct;
- (k) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (l) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (m) Immorality, which is conduct the Board determines, is not conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (n) Assault on an employee or student;
- (o) Knowingly falsifying records or documents related to the District's activities;
- (p) Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

- (q) Failure to fulfill requirements for Superintendent Certification;
- (r) Conducting personal business during school hours when it results in neglect of duties;
- (s) Conduct or behavior not otherwise expressly referred to in Board policy or in this Contract, either during or off working hours, that cause the public, students, or employees to lose confidence in the administration and integrity of the District.
- (t) Failure to take substantive steps in good faith to maintain an effective working relationship, or maintain good rapport with parents, the community, staff or all members of the Board.
- (u) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit or a Special Assignment Permit;
- (v) Making, publishing or assisting in making or publishing false, vicious or malicious statements of material fact concerning any employee or member of the Board;
- (y) Bullying, retaliation, physical or verbal abuse of students, parent, employees or other persons;
- (x) Disclosing confidential Board or personnel information, except as permitted and/or required by applicable law; and
- (y) Any other reason constituting "good cause" under Texas law as it applies to term contract employees, as determined by the Board.

**5.4. DISABILITY.**

In the event the Superintendent shall become physically or mentally unable to perform his usual duties as Superintendent, the Board, at its option, may terminate this Contract and the employment of the Superintendent. 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 mutually designated by the Board and Superintendent. Should the Superintendent be terminated due to such physical or

DALLAS INDEPENDENT SCHOOL DISTRICT

---

SUPERINTENDENT'S EMPLOYMENT CONTRACT

mental disability, the Superintendent shall be entitled to one (1) year of his annual base salary set out in Section 3.1. Except for the payment as referenced in Section 3.1 of this Contract, 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.**

Nonrenewal of this Contract shall be in accordance with Board policy BJCF (LEGAL) and applicable law.

**VI.**

**MISCELLANEOUS**

**6.1. CONTROLLING LAW.**

This Contract shall be governed by the laws of the state of Texas, and it shall be performable in Dallas County, Texas, unless otherwise provided by law. This Contract supersedes and replaces all previous contracts, understandings and agreements between the parties.

**6.2. COMPLETE AGREEMENT.**

This Contract embodies the entire agreement between the parties, and except as expressly provided herein, it cannot be varied except by written agreement of the parties.

**6.3. CONFLICTS.**

In the event of any conflicts between the terms, condition, and provisions of this Employment 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.

**6.4. 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 provisions 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 hereto regarding the employment of the Superintendent 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.

**6.5. AMENDMENT.**

This Contract may be amended during its term by the mutual written consent of the District and Superintendent. Any such amendment shall be in writing and approved by official action of the Board, and accepted in writing by the President of the Board and Superintendent.

DALLAS INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT'S EMPLOYMENT CONTRACT

6.6. NOTICE.

Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, at the addresses contained herein.

6.7. BOARD POLICIES.

References herein to "Board policies" includes the Board's policies as they exist or may be hereinafter be adopted or amended.

ATTEST:

By:   
Lew Blackburn, Secretary Pro Tempore  
Board of Trustees

Date: 10-6-15

DALLAS INDEPENDENT  
SCHOOL DISTRICT

By:   
Eric Cowan, President  
Board of Trustees

Date: 10-6-15

SUPERINTENDENT

  
Eliu Misael "Michael" Hinojosa

Date: 10/6/15



**FIRST AMENDMENT TO THE  
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

**THE STATE OF TEXAS   §  
  §  
COUNTY OF DALLAS   §**

**THIS FIRST AMENDMENT TO THE SUPERINTENDENT'S EMPLOYMENT CONTRACT** is made and entered into this 4th day of November, 2016, by and between the Board of Trustees (the "Board") of Dallas Independent School District (the "District") and Dr. Eliu Misael "Michael" Hinojosa (the "Superintendent").

WHEREAS, the District and the Superintendent entered into that certain Contract dated October 6, 2015 ("Contract"); and

WHEREAS, the District and the Superintendent desire to amend Sections 1.1 and 1.2 of the Contract regarding Initial Tern and Term Extension.

**WITNESSETH:**

**NOW, THEREFORE,** the District and the Superintendent, for and in consideration of the terms and conditions herein established and pursuant to Paragraph 11.201 of the Texas Education Code, and the determination that this amendment is necessary for the conduct of the public schools within the District, have agreed, and do hereby agree as follows:

1. Effective November 4, 2016, Section 1.1 is hereby amended by striking the date "December 31, 2017" and replacing it with "December 31, 2018".

**"1.1. INITIAL TERM.**

The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District commencing on October 6, 2015 and ending on December 31, 2018. The District may, by action of

the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.


2. Effective November 4, 2016, Section 1.2 is hereby amended by striking the date "December 31, 2016" and replacing it with "December 31, 2017".

**"1.2 TERM EXTENSION.**

Beginning on December 31, 2017, and in December of each year thereafter, this Contract shall automatically extend for an additional twelve (12) months in the event the Superintendent receives a minimum performance appraisal of an overall rating of "Proficient", unless the Board provides written notice no later than December 31st of each year of its intent not to extend the Contract. Any extension of the term under this Section 1.2 shall be with the written agreement of the Superintendent, and shall not exceed five (5) years, or as permitted by state law. The President of the Board shall notify the Superintendent in writing promptly after each such meeting as to the action taken at such meeting, provided a contract extension is considered by the Board.


3. All other terms and conditions of the Superintendent's Contract shall remain in full force and effect.

**DALLAS INDEPENDENT  
SCHOOL DISTRICT**

By:   
Dan Micciche, President  
Board of Trustees

Date: 12-14-16

**ATTEST:**

By:   
Jaime Resendez, Secretary  
Board of Trustees

Date: 12-14-16

**SUPERINTENDENT**

  
Eliu Misael "Michael" Hinojosa

Date: 12-14-16