ALDINE INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT EMPLOYMENT CONTRACT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Superintendent Employment Contract ("Contract") is made and entered into on the 21stday of October 2025, between the Board of Trustees ("Board") of Aldine Independent School District ("District") and Dr. LaTonya M. Goffney ("Superintendent"). Pursuant to the authority of Section 11.201 of the Texas Education Code and the general laws of the State of Texas, the Board and the Superintendent agree as follows:

I. TERM

1.1 **Term.** The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as General Superintendent for the District, for a term commencing on July 1, 2025and ending on June 30, 2030. This Contract shall automatically be extended for an additional one-year period beginning on July 1, 2030 and ending on June 30, 2031, unless either party shall notify the other party in writing prior to July 1, 2029that it does not desire the Contract to be extended.

1.2 **Extension of Term.** The District may, by action of the Board and with the agreement of the Superintendent, extend the term of this Contract as permitted by state law at any time during the term of this Contract and any extension thereof. The Superintendent does not have a property interest or liberty interest, or any other legally recognized and protected interest or expectation, in such extension by the Board. In the event 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 amendment or a new contract.

1.3 **No Right of Tenure**. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the term of this Agreement.

II. EMPLOYMENT

2.1 **Duties**. The Superintendent is the chief executive officer and educational leader of the District and shall faithfully perform the duties of Superintendent for the District as prescribed in the job description 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 hereinafter be adopted or amended. Except as provided in this Contract, the Superintendent agrees to devote her full time and energy to the performance of these duties in a faithful, diligent, and efficient manner. Among her other duties, the Superintendent shall:

a. Assume responsibility for planning, operation, supervision, and evaluation of educational programs; services, and facilities of the District and for the annual evaluation of District staff;

b. Assume delegated authority for the employment, direction, assignment, reassignment, transfer, and evaluation of all District personnel, other than the Superintendent, including campus based administrators;

c. Initiate termination, suspension, or non-renewal of employees when appropriate;

d. Manage the day-to-day operations of the District;

e. Recommend policies to the Board, and oversee implementation of policies adopted by the Board;

f. Develop and implement written administrative procedures where necessary;

g. Organize District level administration; and

h. Perform any other duties associated with the office of Superintendent.

2.2 **Professional Development and Activities.** The Superintendent may attend and participate in appropriate professional meetings at the local, state, and national levels, with the reasonable expenses for such attendance to be borne by the District. As such, the Superintendent shall provide notice to the Board regarding such activities. .

In addition, the Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of duties as Superintendent.

2.3 **Consultation Activities.** The Superintendent is not permitted to undertake writing, teaching, consulting, speaking, or any other types of outside employment for remuneration unless prior Board approval is obtained in an open meeting in accordance with the Texas Education Code, Section 11.201(e). Any consultation activities or outside employment approved by the Board must be accomplished on the Superintendent's vacation or personal leave days, holidays, or other non-duty time, and at times that do not conflict with the performance of the Superintendent's duties.

2.4 **Board Meetings.** The Superintendent or the Superintendent's designee shall attend all meetings of the Board, both public and closed, with the exception of the closed meetings devoted to the consideration of any action or lack of action on the Superintendent's contract, the Superintendent's salary or benefits, or the Superintendent's performance or evaluation. The Superintendent or designee may also be excluded from any Board meeting when the subject is related to conflicts or interpersonal relationships between individual Board members, when the Board is acting in its capacity as a tribunal, or at other times determined by the Board.

2.5 **Referral of Citizen Complaints**. The Board shall refer in a timely manner all complaints presented by patrons of the District to the Superintendent for investigation. After investigation, the Superintendent shall refer the complaint to the appropriate complaint or grievance process, take appropriate action, or make a recommendation to the Board on the disposition of the complaint.

2.6 **Professional Certification and Records**. The Superintendent shall maintain at all times during the term of this Contract valid and appropriate certification to act as Superintendent of Schools 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/or the State Board for Educator Certification, and shall provide evidence of such certification to the Board upon request. The Superintendent shall also provide evidence of education attainment, degrees earned, previous professional experience, and other records required for the personnel files of the District. Failure to maintain valid and appropriate certification shall render this Contract void, and any material misrepresentation in any records provided to the District shall be grounds for termination.

2.7 **Reassignment.** Other than the situation outlined in Section 5.6, the Superintendent may not be reassigned from the position of Superintendent by the Board, without the Superintendent's written consent.

III. COMPENSATION AND BENEFITS

3.1 **Annual Base Salary.** The Superintendent shall be paid an annual base salary of. Three Hundred Fifty Six Thousand Three Hundred Forty Nine Dollars and Forty Nine Cents. ($356,349.49).

3.2 **Salary Adjustments.** Effective July 1st of any subsequent year of this Contract, or at any time at which the Board is considering salary adjustments for administrative personnel, the Board may, in its sole discretion, change the annual base salary of the Superintendent, provided that such increase shall not be less than the monetary figure stated in Section 3.1. Any change will be written in an addendum or a new contract and approved by the Board.

3.3 **Business Expenses.** The District shall pay or reimburse the Superintendent for reimbursable and necessary expenses incurred by the Superintendent in the continuing performance

of her duties under this Contract. The District agrees to pay the actual and reasonable costs incurred by the Superintendent for out-of-District business travel. Such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental car, gasoline and other expenses incurred in the performance of District business. The District shall also reimburse the Superintendent for the actual and reasonable costs of meals and incidental expenses associated with the Superintendent's work with staff members, Board members, community members, and other persons related to the performance of her duties as Superintendent. The District shall also reimburse the Superintendent for professional dues related to her job duties. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies and District procedures. The Superintendent will be issued a District credit card to pay for school-related expenses. The credit card may be used only for school-related expenses, not personal expenses. The Superintendent will be reimbursed at the District's approved reimbursement rate for mileage expenses for out-of-District travel relating to business travel in her private automobile.

3.4 **Laptop Computer and Cellular Telephone.** The District shall provide the Superintendent with a laptop computer with Internet access, iPad or tablet, and cellular telephone for professional and personal use, at the sole expense of the District.

3.5 **Health Insurance.** The District shall pay the total annual premiums for medical insurance for the Superintendent and her dependents.

3.6 **Indemnification.** To the extent it may be permitted to do so 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 proceedings

brought against the Superintendent in her individual capacity or her official capacity as an employee and as Superintendent of the District, providing the incident(s), that is (are) the basis of any such demand, claim, suits, actions, judgments, expenses or attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent and as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demand, 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 criminal conduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings, nor to any investigations or proceedings in which the District and the Superintendent are adverse to each other; 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 the 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 her will depend on the terms of the applicable insurance contract. To the extent this Section 3.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code Chapter 102, it shall be construed and modified accordingly. 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. Both the District's obligation and the Superintendent's obligation under this Section 3.6 shall continue after the termination of this Agreement.

3.7 **Sick Leave**. The Superintendent shall have the same sick leave benefits as authorized by Board policy for administrative employees, and may accumulate such leave if permitted by Board policy.

3.8 **Vacation and Holidays.** The Superintendent may take, at the Superintendent's choice, the same number of vacation days per year as permitted to other District administrative employees, and will provide notice to the Board of vacation dates. The vacation 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 this Contract and Board policy. In addition, the Superintendent shall observe the same legal holidays as those observed by other administrators who work on a twelve (12) month basis.

3.9 **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 Superintendent shall provide a verbal or written statement to the Board that the physician verified the Superintendent's fitness to perform the Superintendent's duties, and copies of all written statements shall be confidential to the extent permitted by law. The District shall pay the reasonable costs of the annual physical examination. The District shall also pay the reasonable costs of additional medical testing if such testing is recommended by a physician as a result of the examination.

3.10 **TRS Benefits**. As a salary supplement, the District shall pay to the Superintendent an amount equal to the Superintendent's portion (both retirement and TRS Care portions) of the monthly contribution to the Texas Retirement System ("TRS"). This salary supplement shall be paid to the Superintendent by regular payroll installments and shall be reported as creditable compensation to TRS.

3.11 **Supplemental Retirement Contributions.** The District shall contribute on or before December 31 of each year during which this Contract is in effect to a Supplemental Retirement Tax Deferred Plan ("Plan") established for the benefit of the Superintendent under Section 403(b) of the Internal Revenue Code a lump sum amount equal to $9,694.00.

IV. ANNUAL PERFORMANCE EVALUATION

4.1 **Review of Performance.** The Board shall evaluate and assess the performance of the Superintendent first through a formative appraisal during each year of this Contract, with a written summative appraisal to follow thereafter each year. The meetings at which the Board evaluates the Superintendent will be held in closed session, unless the Board and Superintendent agree that they should be held in open session. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

4.2 **Evaluation Format and Procedure**. The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law.

4.3 **Superintendent's Goals**. At or near the beginning of each school year, the Superintendent will submit her proposed goals for the District in writing to the Board. These goals will be used in the evaluation process.

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 terminate 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 defined below:

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 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) Drunkenness or excessive use of alcoholic beverages;

f) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;

g) Conviction of a felony or crime involving moral turpitude;

h) Failure to meet the District's standards of Professional conduct;

i) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;

j) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;

k) Immorality, which is conduct the Board determines is not in 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;

l) Assault on an employee or student;

m) Knowingly falsifying records or documents related to the District's activities;

n) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;

o) Failure to fulfill requirements for superintendent's certification; or,

p) Any other reason constituting "good cause" under Texas law.

5.4 **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, including without limitation all procedural safeguards accorded under Chapter 21 of the Texas Education Code.

5.5 **Nonrenewal of Contract.** Except as provided in paragraph 5.6 of this Contract, nonrenewal of this Contract shall be in accordance with Board policy and applicable law, including without limitation all procedural safeguards accorded under Chapter 21 of the Texas Education Code.

5.6 **Inability to Perform Duties.** In the event the Superintendent shall become unable to perform her duties as Superintendent for more than ninety (90) days, the Board, at its option, may terminate this Contract, and reassign the Superintendent to any position not lower than deputy superintendent at a salary and benefits commensurate with the new position. Verification of the inability of the Superintendent to perform her duties shall be required by a physician agreed upon by the Board and Superintendent. By entering into this Contract, the Superintendent hereby waives any right to temporary disability leave provided by state law and local policy, and further agrees to waive any right to the procedural safeguards referenced in paragraphs 5.3, 5.4, and 5.5 of this Contract and agrees to accept such reassignment.

VI. MISCELLANEOUS

6.1 **Controlling Law and Venue.** This Contract shall be governed by Texas law, and it shall be performable in Harris County, Texas, unless otherwise provided by law. Venue for any legal proceeding relating to this Contract or the obligations thereunder shall lie in Harris County, Texas.

6.2 **Complete Agreement.** This Contract embodies the entire agreement between the parties, and supersedes all previous employment agreements. Except as expressly provided herein, it cannot be varied or amended except by written agreement of the parties.

6.3 **Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

WITNESS OUR HANDS BELOW:

ALDINE INDEPENDENT SCHOOL DISTRICT

ATTEST:

By: Conception 'Connie' Esparza
Vice President,
Board of Trustees

Date: 10/21/25

By: _____
President,
Board of Trustees

Date: 10/21/25

SUPERINTENDENT

_____
Dr. LaTonya M. Goffney

Date: 10/23/2025