

SUPERINTENDENT’S TERM CONTRACT

STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS SUPERINTENDENT’S EMPLOYMENT CONTRACT (“Contract”) is made and entered into by and between the BOARD OF TRUSTEES (“Board”) of the TAYLOR INDEPENDENT SCHOOL DISTRICT (“TISD”) and DR. JENNIFER GARCIA-EDWARDSSEN (“Superintendent”) pursuant to Texas Education Code (“TEC”) Chapter 11 and Chapter 21, as recorded in the official minutes of the meeting of the Board held on November 13, 2023, have agreed to the following terms and conditions of employment as Superintendent for TISD.

I. Term

- 1.1 *Term.* The Superintendent shall be employed for a term commencing on January 27, 2025 (“Commencement Date”) and ending on January 31, 2028.
- 1.2 *Extension.* TISD may by action of the Board, and with consent of the Superintendent, extend the term of this term Contract as permitted by law. Failure to reissue this Contract for an extended term shall not constitute non-renewal under Board policy.
- 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 is created by this term Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

- 2.1 *Duties.* The Superintendent is the educational leader and chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the TISD, as prescribed in the job description and as may be lawfully assigned by action of 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. The Superintendent shall perform the duties of the Superintendent of Schools for the TISD with reasonable care, diligence, skill, and expertise and, except as set forth herein, shall devote substantially all of her time, skill, labor, and attention to her employment and the performance of these duties during the term of this term Contract.

Without limiting the foregoing, it shall be the duty of the Superintendent to:

- (1) Assume administrative responsibility and leadership for the planning, operation, supervision, and evaluation for the education programs, services, and facilities of the TISD and for the annual performance appraisal of the TISD’s staff.
- (2) Except as provided by 11.202 of the TEC, assume administrative authority and responsibility for the assignment and evaluation of all personnel other than the Superintendent.
- (3) Recommend the employment of personnel and/or employ certain personnel, consistent with TEC Section 11.1513 and Board Policy.
- (4) Initiate the termination or suspension of an employee’s employment or the nonrenewal of an employee’s term contract.
- (5) 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.
- (6) Manage the day-to-day operations of TISD as its administrative manager.
- (7) Prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the TISD for the following fiscal year.
- (8) Prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies.

- (9) Develop appropriate administrative regulations to implement adopted policies.
 - (10) Provide leadership for the attainment of student performance based on the academic excellence indicators adopted by the State Board of Education and other indicators adopted by the Board of Trustees of TISD.
 - (11) Organize the District's central administration.
 - (12) Participate and be a visible presence at school and community activities as appropriate to, and consistent with, the professional role of the Superintendent.
- 2.2 *Professional Certification.* The Superintendent shall at all times during employment by TISD hold a valid certificate required of a superintendent by the State of Texas and issued by the Texas Education Agency or the State Board of Educator Certification and all other certificates required by law. The Superintendent represents that she has made written disclosure to the Board of any conviction for a felony or for any offense involving moral turpitude. The Superintendent shall also be subject to a criminal history check, and her employment is contingent upon such results being favorable and consistent with information previously disclosed to the Board.
 - 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 all meetings of the Board, both public and closed, except for 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 section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide oral or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.
 - 2.5 *Residence.* While employed as Superintendent, the Superintendent shall reside within the district.
 - 2.6 *Criticisms, Complaints.* The Board, individually and collectively, shall in a timely manner refer to the Superintendent all substantive criticisms, complaints, and suggestions brought to their attention by District employees or members of the public. The Superintendent shall either (a) 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 investigation, or (b) shall refer the complainant to the appropriate complaint resolution procedure as established by District Board policies.
 - 2.7 *Indemnification.* To the extent it may be permitted to do 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 Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is reasonably determined by the Board that 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 Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the Taylor ISD Board if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case 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 2.7 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 2.7 shall survive the termination of this Contract.

- 2.8 *Governance.* The Board, acting as a body corporate, shall be responsible for governance of the District. Governance shall mean management oversight of all major operations of District, including: (i) the establishment and/or modification of policies, vision/mission, and goals that govern the District; (ii) reviewing and voting on recommendations submitted by the Superintendent; (iii) reviewing the results of management decisions and modifying policies, vision/mission, or goals on the basis of those results; (iv) analysis of data, including audits, that enable the Board to hold the Superintendent accountable for effective management of the District; and (v) all such other matters and duties expressly reserved and retained by boards of trustees of independent school Districts pursuant to the various provisions of Chapter 11 of the Texas Education Code. Unless authorized by the Board, a member of the Board may not, individually, act on behalf of the Board. The Board may act only by majority vote of the members present at a meeting held in compliance with Chapter 551 of the Texas Government Code, at which a quorum of the Board is present and voting. The Board shall comply with state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended and shall provide the Superintendent an opportunity to present at a meeting an oral or written recommendation to the Board on any item that is voted on by the Board at the meeting. All questions and inquiries by the Board or the individual Board members regarding personnel decisions or disputes; direction of day-to-day District activities, management, or management decisions, purchasing, central office organization, campus administration, and all other duties of the Superintendent as set forth in Section 2.1 herein, shall be directed to the Superintendent pursuant to the provisions of Section 2.6 hereof.

III. Compensation and Benefits

- 3.1 *Salary.* TISD shall provide the Superintendent with an annual salary not less than One Hundred Ninety-Five Thousand and No/100 Dollars (\$195,000.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.
- 3.2 *Salary Adjustments.* The Board will consider all compensation regularly and determine if increases are warranted by performance, longevity, and general economic conditions. Such adjustments, if any, shall be effective on the July 1 following approval of the adjustment unless another effective date is specified, and shall be in the form of a written addendum to this term Contract or a new contract shall be issued. 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 two parties.
- 3.3 *Vacation, Holidays, Leave Benefit.* The Superintendent may take, at the Superintendent's choice, the greater of (i) ten (10) 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. Unused vacation does not accrue from year to year and cannot be converted into compensation at the end of the employment relationship or any other time, save for the following: Each year on or before June 25 at the Superintendent's option, the District will pay the Superintendent for up to two (2) unused accrued vacation days at her current daily rate of pay. The daily rate shall be calculated by dividing the Superintendent's TRS creditable compensation by 226. The Superintendent shall observe the same legal holidays and breaks 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 *Expenses.* The District shall pay or reimburse the Superintendent for reasonable 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 in accordance with Board policy. Such actual or incidental costs may include, but are not limited to, gasoline/mileage, 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 procedures and documentation requirements in accordance with Board policies. Travel expenses may be reviewed by the Board, and the Board by policy may limit or require pre-approval for out-of-district travel.

- 3.5 *Civic Activities.* The Superintendent is encouraged to participate in community and civic affairs including chamber of commerce, civic clubs, governmental communities, and educational organizations. 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.
- 3.6 *Outside Activities.* The Superintendent shall not undertake teaching, consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that will conflict or interfere with the Superintendent's professional service to the District. Any such activities shall be undertaken only with the prior consent of the Board on a case-by-case basis, providing such activities do not derogate from the duties of the Superintendent. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with applicable law.
- 3.7 *Health and Life Insurance.* TISD shall make the same contribution to the Superintendent's health and medical insurance premium as is made for all TISD employees, and will have the same opportunity to add family members to health insurance policies as other TISD employees.
- 3.8 *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, finds the continued professional growth of the Superintendent is in the best interests of the District. Therefore, to the extent that the same does not otherwise interfere with the Superintendent's duties, the Superintendent shall attend and participate in appropriate professional meetings at the local, regional, state and national levels. The Superintendent shall engage in the use of data and information sources, and shall participate in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as in informational meetings with individuals whose skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. 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 and the Texas Association of School Administrators. The District shall pay for other memberships necessary to maintain and improve the Superintendent's professional skills, subject to Board approval. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such participation, attendance and membership.
- 3.9 *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. 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. Annual Performance Goals

- 4.1 *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 TISD. The District Goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. Upon approval of the District Goals, the Superintendent shall submit to the Board for its approval a plan to effectuate the goals. 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 District Goals.

V. Review of Performance

- 5.1 *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 evaluation and assessment 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. The Board, at its discretion, may evaluate and assess the performance of the Superintendent as many times during the year as it deems appropriate. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in 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.

- 5.2 *Evaluation Format and Procedure.* The evaluation format and procedure shall be in accordance the evaluation instrument selected by the Board in accordance with the provisions this Contract, the Board's policies, and state and federal law. A copy of the written evaluation shall be delivered to the Superintendent, who shall then have the right to make a written response to the evaluation which will be made a permanent attachment to the evaluation in the Superintendent's personnel file. At the request of the Superintendent, and within a reasonable time thereof, the Board shall meet with the Superintendent to discuss the evaluation. In the event 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 period of time to demonstrate such expected performance before being evaluated.
- 5.3 *Relations with Board.* At least once annually, the Board will devote all or a portion of one meeting to a discussion of the working relationship between the Superintendent and the Board.

VI. Renewal or Non-renewal of Term Contract

- 6.1 *Renewal/Non-renewal.* Contract renewal or non-renewal shall be in accordance with Board policy and applicable law, including Section 21.212 of the Texas Education Code. It is expressly agreed by the parties that "loss of confidence in the Superintendent by the Board" shall be a valid ground for non-renewal pursuant to Section 21.212 of the Texas Education Code.
- 6.2 *Appeal.* If the Superintendent is aggrieved by the Board's decision, she may appeal to the Commissioner of Education in accordance with Subchapter G, Chapter 21, of the Texas Education Code.

VII. Termination of Contract

- 7.1 *Mutual Agreement.* This term Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as are mutually agreed.
- 7.2 *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 not later than the 45th day before the first day of instruction of the following school year.
- 7.3 *Retirement or Death.* This term Contract shall be terminated upon the retirement or death of the Superintendent.
- 7.4 *Physical or Mental Incapacity.* In the event the Superintendent shall become physically or mentally unable to perform the essential functions of the duties as Superintendent, and the Superintendent has exhausted all accrued paid or unpaid leave required by law or policy, the Board, at its option, may terminate this Contract and the employment of the Superintendent subject to and in accordance with state and federal law.
- 7.5 *Dismissal or Suspension Without Pay for Good Cause.* The Board may dismiss the Superintendent, or suspend without pay for a period not to extend beyond the end of a school year, during the term of this term Contract for good cause in accordance with Texas Education Code § 21.211, 21.212(d), applicable Texas law, and Board Policy. The following are examples of conduct and situations which may constitute "good cause," but the term is not limited in meaning by this list:

- (1) Failure to perform duties or responsibilities within the scope of

employment or set forth under the terms and conditions of this term Contract that a Texas school Superintendent of ordinary prudence would have done under the same or similar circumstances;

- (2) Any sexual misconduct with a student or employee;
- (3) Insubordination or failure to comply with lawful written or oral directives issued by action of the Board or failure to comply with Board policies;
- (4) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication when the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency that is remedial;
- (5) Neglect of duties;
- (6) Drunkenness or excessive use of alcoholic beverages;
- (7) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Dangerous Drug Act or the Texas Controlled Substances Act;
- (8) Conviction of a felony or any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; deferred adjudication for a felony or any crime involving moral turpitude, when the conviction or deferred adjudication occurs during the term of employment.
- (9) Failure to meet the TISD's standards of professional conduct;
- (10) Failure to comply with reasonable TISD professional development requirements;
- (11) Excessive absences, i.e., absences not in compliance with this Contract, District policy or procedures, including applicable state and federal law.
- (12) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (13) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the TISD. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (14) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with parents, the community, or staff;
- (15) Failure to make a reasonable effort to attain goals set by the Board;
- (16) Failure to make a reasonable effort to achieve and maintain an effective working relationship or good rapport with the Board;
- (17) Assault on an employee or student;
- (18) Knowingly falsifying records or documents related to the TISD's activities;
- (19) Conscious misrepresentation of facts to the Board or other TISD officials in the conduct of TISD's business; or
- (20) Any other reason constituting "good cause" under Texas law.

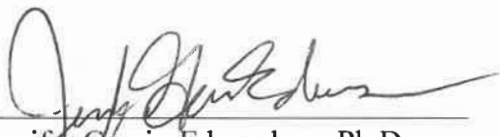
7.6 *Termination or Suspension Without Pay Procedure.* In the event that the Board proposes to terminate this term Contract or suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in Board policies and Chapter 21, of the Texas Education Code.


7.7 *Legal Expenses.* If either party chooses to be represented by legal counsel in the event of any hearing or dispute arising under this Contract or the termination or non-renewal thereof any resulting legal expenses will be solely the responsibility of the party employing such legal counsel, notwithstanding any provision of this Contract which may provide otherwise.


VIII. Miscellaneous

- 8.1 *Controlling Law.* This term Contract shall be governed by the laws of the State of Texas and shall be performed in Williamson County, Texas, unless otherwise provided by law.
- 8.2 *Complete Agreement.* This term Contract embodies the entire understanding between the parties and cannot be varied except by written agreement of the undersigned parties and Board approval of the new or additional writing at a lawfully called meeting. All existing term contracts, both oral and written, between the parties regarding the employment of the Superintendent for the term set forth herein are superseded by this term Contract, and this term Contract constitutes the entire agreement between the parties unless amended pursuant to this paragraph or other specific terms of this term Contract.
- 8.3 *Conflicts.* In the event of any conflict between the terms, conditions, and provisions of this term Contract and the provisions of the Board's policies or any permissive state or federal law, the terms of this term Contract shall take precedence over the contrary provisions of the Board policies or any such permissive law, unless otherwise prohibited by law.
- 8.4 *Savings Clause.* In the event any one or more of the provisions contained in this term contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this term Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been included.
- 8.5 *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.

EXECUTED at the City of Taylor, County of Williamson, and State of Texas, on this 24 day of February 2025 pursuant to action of the Board of Trustees at a meeting held on January 27th, 2025, for which there was a properly posted agenda that included an item related to employment of a Superintendent.


Jennifer Garcia-Edwardsen, Ph.D.
Superintendent of Schools
Taylor Independent School District


Marco R. Ortiz
President, Board of Trustees
Taylor Independent School District


Jim Buzan
Secretary, Board of Trustees
Taylor Independent School District