

**AUSTIN INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT CONTRACT**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Contract (“Contract”) is by and between the Board of Trustees (“Board”) of the Austin Independent School District (“District”) and Dr. Stephanie Elizalde (“Superintendent”).

RECITATIONS:

WHEREAS, at a meeting of the Board of Trustees of the Austin Independent School District on July 21, 2020, the Superintendent was offered employment as Superintendent of Schools, and;

WHEREAS, the Superintendent accepted the offer of employment in this position on July 21, 2020;

NOW, THEREFORE, 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, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. TERM

1.1 The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term commencing on August 12, 2020 (“Effective Date”), and ending on August 31, 2023. Beginning September 1, 2021, and for the remainder of this Contract and any extension thereof, each contract year shall be from September 1 through August 31 (hereinafter referred to as the “Contract Year”).

1.2 At any time during the term of this Contract, the Board may, in its sole discretion, extend the term of this Contract for additional years as authorized by law, with the Superintendent’s acceptance of such extension. The Superintendent does not have a property or liberty interest, or any other legally recognized and/or protected interest or expectation, in such extension by the Board. In the event that 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 new contract, signed by the

Parties. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted compensation and benefits.

2. EMPLOYMENT

2.1 Duties. The Superintendent is the chief executive officer of the District and she shall faithfully perform the duties of Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all legal Board directives, state and federal laws, and lawful District policies, 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. Specifically, the duties of the Superintendent shall include (but not be limited to) those duties stated in applicable Board Policies BJA (Legal) and BJA (Local), other state laws as they exist or may hereinafter be amended, and those in Texas Education Code Section 11.201, as set forth below and as amended:

- (1) assuming administrative responsibility and leadership for the planning, organization, 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;
- (2) except as provided by Section 11.202, assuming administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of the District other than the Superintendent;
- (3) overseeing compliance with the standards for school facilities established by the Commissioner of Education under Section 46.008;
- (4) initiating the termination or suspension of an employee or the nonrenewal of an employee's term contract;
- (5) managing the day-to-day operations 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 operations;
- (6) preparing and submitting to the Board of Trustees a proposed budget as provided by Section 44.002 and rules adopted under that section, and administering the budget;
- (7) preparing recommendations for policies to be adopted by the Board of

- Trustees and overseeing the implementation of adopted policies;
- (8) developing or causing to be developed appropriate administrative regulations to implement policies established by the Board of Trustees;
 - (9) providing leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators adopted under Sections 39.053 and 39.301 and other indicators adopted by the Commissioner or the District's Board of Trustees;
 - (10) organizing the District's central administration;
 - (11) consulting with the District-level committee as required under Section 11.252(f);
 - (12) ensuring:
 - (A) adoption of a student code of conduct as required under Section 37.001 and enforcement of that code of conduct; and
 - (B) adoption and enforcement of other student disciplinary rules and procedures as necessary;
 - (13) submitting reports as required by state or federal law, rule, or regulation;
 - (14) providing joint leadership with the Board of Trustees to ensure that the responsibilities of the Board and Superintendent team are carried out; and
 - (15) performing any other duties lawfully assigned by action of the Board of

Trustees.

2.2 Professional Activities/Civic Organizations. The Superintendent shall reasonably attend and participate in appropriate professional and civic meetings at the local, state, and national levels, to the extent the values of such organizations and the Superintendent's participation therein is in alignment with the mission, vision and values of the District. Reasonable expenses for such attendance will be borne by the District, subject to reasonable constraints of the District's annual budget from funds budgeted for that purpose by the Board. The District will also bear the cost of membership fees and dues of the Superintendent, registration, travel, meals, lodging, and other related expenses for such attendance and membership in three (3) such organizations. The Superintendent may hold offices or accept responsibilities in these professional and civic organizations, provided that such meetings, offices and/or responsibilities do not interfere with the performance of her

duties as Superintendent. Notwithstanding the foregoing, the Superintendent will not run for or accept appointment to such offices or undertake such responsibilities without having first disclosed all material details to the full Board in writing and obtaining the prior written approval from the Board President, a copy of which will be provided to the full Board. 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.

2.3 Writing, Teaching, and Speaking Activities. The Superintendent shall be permitted to undertake writing, teaching, and speaking activities (“Consulting Services”), provided that these activities (i) do not interfere with the performance of her duties as Superintendent; (ii) do not give rise to a real or potential conflict of interest; (iii) are in alignment with the mission, vision and values of the District; and (iv) the Superintendent shall use Paid Leave days when participating in such activities. Notwithstanding the foregoing, the Superintendent shall not undertake any paid consulting activities for financial benefit outside of the District or be permitted to perform or engage in any services, consulting, or other activities for payment without having first disclosed all material details to the full Board in writing and obtaining the prior written approval from the Board President, a copy of which will be provided to the full Board. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. For purposes of this section, the receipt of reimbursement for a reasonable expense is not considered a financial benefit.

2.4 Professional Certification and Records. This Contract is conditioned on the Superintendent’s obtaining and providing valid and appropriate certification, or other waiver, permit or authorization to act as a Superintendent 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. The Superintendent must also file any other records required for the personnel files and for payroll purposes. Failure to provide necessary certification shall render this Contract void, and any conscious misrepresentation of material fact in the records shall be grounds for termination.

2.5 Reassignment. The Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent’s written consent.

2.6 Board Meetings. The Superintendent or her designee shall have the duty to 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 involving the Superintendent's evaluation, consideration of the terms of the Superintendent's employment pursuant to the terms of this Contract, confidential discussions among Board members to resolve any conflicts or differences of opinion among members of the Board, and/or when the Board is acting as a tribunal. There may also be times when the Board, with the Superintendent's input, determines that it is appropriate for the Superintendent not to attend a Board meeting or a portion of a Board meeting. In that case, the Superintendent will be excused from attending the meeting or portion of the meeting. In the event of illness or Board President approved absence, the Superintendent's designee shall attend such meetings.

2.7 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in accordance with District policies and practices all substantive criticisms, complaints, and suggestions called to the Board's attention related to District business 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 Hiring Authority. Subject to the District's salary schedule and budget as approved by the Board, 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, Board counsel, and any other staff members expressly assigned to support and report to the Board of Trustees. The Superintendent's authority includes 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 member of Administration's Senior Staff as defined herein, 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.

The Superintendent's hiring authority as stated herein shall be interpreted and

implemented in harmony with Board policy DC (Local). To the extent of any conflict or perceived conflict between the terms of this Agreement and Board policy DC (Local) as it exists upon execution of this Agreement or as it may hereafter be amended, the terms of this Agreement control.

3. COMPENSATION AND SALARY

3.1 Annual Base Salary. The Superintendent will be paid an annual base salary in the sum of three hundred twenty-five thousand dollars (\$325,000) through the term of this Contract. This annual base salary shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, and without the necessity of entering into a new contract, in its sole discretion, review and adjust the salary of the Superintendent, but in no event will the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual written agreement of the Parties. Any mutually-agreed adjustments, if any, will be in the form of a written addendum to this Contract or a new contract signed by the Parties, and such adjustment shall be exclusive of any other benefits unless specifically provided in the addendum or new contract. Such adjustments will not take place by or through the budgeting process in the form of District-wide raises for staff; *i.e.*, the Superintendent's compensation is not included in such raises and will be adjusted exclusively in direct collaboration with the Board of Trustees and will occur only through express Board action specific to the Superintendent's contract and/or compensation.

3.3 Business Expenses. The District will pay or reimburse the Superintendent for reasonable reimbursable expenses as determined and incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract, from funds budgeted for that purpose by the Board. The District agrees to pay the reasonable 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. These expenses may include discretionary business expenses that may be incurred by the Superintendent but that are not ordinarily reimbursed by the District, such as meal and event expenses for gatherings with individual Board members, staff members, business contacts and/or other individuals with whom the District has a relationship related to the District's business. The Superintendent shall comply with all policies, procedures and documentation requirements in accordance with Board policies and established procedures and its

independent auditors.

3.4 Automobile/Automobile Expense. The District shall pay the Superintendent an amount of Seven Hundred Fifty (\$750.00) per month during the term of this Contract or any extension thereof as an in-District car allowance, which covers the payment for insurance, repair, maintenance, fuel and other expenses of operating such car. This car may be used for personal and business purposes. This monthly payment will be annualized and paid to the Superintendent in each of her bi-weekly paychecks. The Superintendent may be reimbursed for travel in her car outside of the District at the District's approved reimbursement rate for travel outside of the District, but only to the extent not otherwise reimbursed as a Business Expense under Section 3.3 of this Contract.

3.4 Health, Disability, and Other Insurance. Except as otherwise provided in this Contract, the District will pay for coverage for the Superintendent and Superintendent's spouse for group health, major medical and hospitalization, as selected by the Superintendent from plans offered by the District to its employees. Except as otherwise provided herein, the District will provide the Superintendent with all other benefits on the same basis as other 12-month administrative employees of the District, including for dental, and vision insurance.

3.5 Annuity. On or before December 31, 2020, and on or before each December 31st thereafter during the term of this Contract or any extension or renewal thereof, or at such other time as may be mutually agreed by the Superintendent and the Board, the District shall contribute on an annual basis to a Tax Deferred Plan or plans (the "Plan") established for the benefit of the Superintendent under Section 403(b), Section 457(b), and/or Section 401(a) of the Internal Revenue Code ("Code") a lump sum in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00).

The 403(b) and 401(a) Plans shall be established as employer-paid plans with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) Plan, 401(a) Plan, and 457(b) Plan shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) Plan, 401(a) Plan, and 457(b) Plan shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to where the contributions to the Plan are invested, to the extent such investments comply with applicable State and federal laws. The Superintendent shall not be entitled to receive in cash any

portion of the aforementioned funds that exceed the contribution limit or limits established by law. Each such Plan established on behalf of the Superintendent shall provide that contributions made to the Plan by the District and all earnings thereon shall be fully vested in the Superintendent.

Contributions made by the District to the Plan shall first be made to the 403(b) Plan. If the contribution to the 403(b) Plan exceeds the contribution limit established by law for such plan, then the remaining contribution by the District shall be made to the 457(b) Plan. If the contribution to the 457(b) Plan then exceeds the contribution limit established by law for such plan, the remaining contribution by the District shall be made to the 401(a) Plan.

3.6 Paid Personal Leave, Vacation and Holidays.

(a) **Vacation Days.** The Superintendent may take, at the Superintendent's choice, the greater of ten (10) days of vacation annually ("Vacation Days") or the number of vacation days provided to other administrative employees 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 least 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.

(b) **Paid Leave Days.** The Superintendent shall be entitled to the same annual unpaid non-duty and paid sick leave, and personal leave days ("Paid Leave") provided to other District administrative personnel. The Superintendent's use of such days will occur with prior notice to the Board President, notice to the Superintendent's executive assistant for internal record-keeping purposes, and will occur at such times as to be least disruptive to the operations of the District. The Superintendent is entitled to accumulate such Paid Leave days and carry over unused Paid Leave days from year to year in accordance with District policy. Upon termination of employment for any or no reason, all accrued but unused Paid Leave days accumulated by the Superintendent during her employment by the District up to a maximum of thirty (30) Paid Leave days will be paid in a lump sum to the Superintendent or her survivors at the Superintendent's then current daily rate of pay for the Contract Year in which employment terminates. The daily rate is calculated by dividing the then current annual base salary in section 3.1 by 230.

(c) **Holidays.** The Superintendent shall observe the same legal holidays as provided by

Board policies for administrative employees on twelve-month contracts.

3.7 Taxable Benefits. If any of the payments or benefits, other than salary, provided to the Superintendent in accordance with this Contract are subject to federal income tax in any year of the Contract, any such tax consequences will be the Superintendent's individual responsibility, but only to the extent such tax payments are not otherwise deducted as part of the District's regular payroll process.

3.8 Professional Liability. The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in her individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of her duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District may, at its discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board may retain attorneys to represent the Superintendent in any proceeding for which she could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District's obligations under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof.

The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse parties to each other in any proceedings.

During the term of this Contract, 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.

Following the termination or expiration of this Contract, the Superintendent agrees to provide assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of the Superintendent's employment with the District, at no additional expense to the District other than reimbursement to the Superintendent for her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of his taking time off from her then current employment to assist the District at its request. If the Superintendent is not employed at the time, the District shall compensate her at her daily rate of pay, calculated by dividing her annual base salary under section 3.1 of the Contract by 230. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor Superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance. The Superintendent's obligation under this paragraph shall continue after any termination of this Contract.

3.9 Residency. The Superintendent shall at all times during this Contract reside within the boundaries of Austin Independent School District; provided, however, that she shall be provided up to six (6) months from the effective date of this Contract in which to relocate her residency to Austin ISD. Should additional time for relocation prove necessary, the Board President may authorize additional time in writing, a copy of which will be provided to the full Board.

3.10 Enrollment in Austin ISD Schools. It is an expectation of the Board of Trustees that the Superintendent will enroll any school-aged children in her immediate family or who reside in her household in Austin ISD schools for the duration of the pre-K-12 academic career of such children, subject to disciplinary consequences and placement as provided by Texas Education Code Chapter 37.

3.11 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 examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG and other procedures as deemed appropriate by the licensed

physician. The health care professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the essential functions of the job. These reports will be maintained as confidential medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.

3.12 Access to Technology. The Superintendent shall be issued a laptop and other technological devices available to District employees and in accordance with Board policy. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of her personal account and the District shall have no obligation or responsibility related to said mobile telephone account. The Superintendent understands that information stored in her cell phone or computer is subject to public disclosure if such information is related to the public business of the District or to her duties as Superintendent. Notwithstanding the location of personal data on the cell phone or computer, the parties agree that any personal or private information of the Superintendent contained on the cell phone, laptop or other devices containing such data or information 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.

4. TERMINATION OF EMPLOYMENT CONTRACT

4.1 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.

4.2 Termination for Cause by the District. The Board may dismiss the Superintendent during the term of the Contract for any reason constituting "good cause" under Texas law. 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 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 lawful policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (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 meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (l) 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;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; or,
- (q) Any other reason constituting "good cause" under Texas law.

4.3 Termination by the Superintendent. Under this Contract, and in exchange for the consideration given to Superintendent under this Contract, Superintendent may, upon thirty (30) days' written notice, terminate her employment with the District by submitting a written resignation to the Board President.

4.4 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.

4.5 Nonrenewal of Contract. Except as otherwise provided herein, nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

5. ANNUAL PERFORMANCE GOALS/REVIEW OF PERFORMANCE

5.1 Development of Goals. 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 at least 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 goals, *i.e.*, "*Superintendent Scorecard*" or "*Superintendent Scorecard metrics*," 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. The District Goals approved by the Board shall be specific, definitive and measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

5.2 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.

5.3 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.

5.4 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent 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 within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) 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 of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. 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.

6. MISCELLANEOUS PROVISIONS

6.1 Controlling Law. This Contract shall be governed by the laws of the state of Texas, and it shall be performable in Travis County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation or enforcement of this Contract shall be in Travis County, Texas.

6.2 Heirs and Assigns. The provisions of this Contract are binding upon the heirs, personal representatives, successors and assigns of the Superintendent.

6.3 Waiver. No waiver of any of the provisions of this Contract shall be deemed for any purpose to be a waiver of the right of any party hereto to enforce strict compliance with the provisions hereof in any subsequent instance.

6.4 Severability. Each of the covenants and provisions contained in this Contract shall be enforceable independently of every other covenant and provision in this Contract and whether or not Superintendent has any claim or cause of action against the District based on this Contract or otherwise.

6.5 Entirety of Contract. This Contract supersedes all other agreements, either oral or in writing, between the Parties to this Contract with respect to the employment of the

Superintendent by the District and matters relating to this Contract. This Contract may be executed in one or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

6.6 Failure to Enforce Not Waiver. Any failure or delay on the part of either the District or the Superintendent to exercise any remedy or right under this Contract shall not operate as a waiver. The failure of either party to require performance of any of the terms, covenants, or provisions of this Contract by the other party shall not constitute a waiver of any of the rights under this Contract. No forbearance by either party to exercise any rights or privileges under this Contract shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this Contract may be waived except by the written consent of the waiving party. Any such written waiver of any term of this Contract shall be effective only in the specific instance and for the specific purpose given.

6.7 Partial Invalidity. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions and otherwise valid and enforceable clauses of this Contract shall remain in full force and effect as if this Contract had been executed without any such invalid provisions having been included.

6.8 Section Headings. Any section headings contained in this Contract are for convenience only and shall in no manner be construed as a part of this Contract.

6.9 Non-Reliance. The Parties stipulate and agree that they have not relied upon any statements or representations, not otherwise contained herein, made by any of the other parties hereto or by any person or entity representing any of the other parties hereto.

6.10 Terms Contractual. This Contract contains the entire agreement between the Parties hereto. The terms of this Contract are contractual and are not mere recitals. This Contract cannot be modified or amended except by a written amendment signed by all Parties to this Contract.

6.11 Legal Consideration. The Parties hereto stipulate and acknowledge that adequate legal consideration exists to support all such parties' execution and delivery of this Contract and the transactions, covenants, and agreements contemplated hereby.

6.12 Construction. This Contract is the product of negotiations between the Parties. The Parties hereto agree that this Contract shall not be construed against the drafter and any rule of contract construction providing for an interpretation against the drafter shall not apply. The Parties hereto agree that should any additional instruments be necessary or desirable to confirm

and accomplish effectively the purposes of this Contract, or to establish the rights or discharge the obligations of any party hereunder, such additional instruments will be promptly executed and delivered upon the request of any such party.

6.13 Copy Effective. A copy of this Contract fully executed shall be as effective, for all purposes, as a signed original.

6.14 Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by either party to the other (herein collectively called "Notice") shall be in writing and delivered in person or by courier service requiring acknowledgment of receipt of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

(a) if to District to:

Austin Independent School District
4000 S. I-H 35 Frontage Rd.
Austin, TX 78704
Attn: Board President

with copy to:

Walsh Gallegos Treviño Russo & Kyle P.C.
Centennial Towers
505 E. Huntland Dr.
Suite 600
Austin, Texas 78752
Attn: Christine Badillo

(b) if to Superintendent, to:

Dr. Stephanie Elizalde

with copy to:

Adams, Lynch & Loftin, PC
3950 HWY 360
Grapevine, TX 76051
Attn: Cory S. Hartsfield


Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning

of the recipient's next business day after receipt if not received during the recipient's normal business hours. Any party hereto may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

EXECUTED to be effective as the date first written above.

AUSTIN INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT

By: 
Geronimo Rodriguez, Jr., President
Board of Trustees


Dr. Stephanie Elizalde

Date: 8-12-20

Date: 8/12/2020

Attest:


Amber Elenz, Secretary
Board of Trustees