

JIM HOGG COUNTY INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF JIM HOGG §

1. THIS IS A CONTRACT between JIM HOGG COUNTY INDEPENDENT SCHOOL DISTRICT, hereinafter sometimes also referred to as "JHCISD," by and through its Board of Trustees, hereinafter sometimes also referred to as "Board," and SUSANA P. GARZA, Ed.D., hereinafter sometimes also referred to as "Superintendent." JHCISD, the Board, and the Superintendent are also hereinafter referred to individually as "party" and collectively as "parties."

WITNESSETH:

2. WHEREAS, the Board desires to provide SUSANA P. GARZA, Ed.D. with a written employment contract "Contract" to employ her as Superintendent of Schools for JHCISD and set out the terms and conditions of her employment with JHCISD;

3. NOW, THEREFORE, and for the considerations hereinafter specified, the parties hereby agree as follows:

TERM AND OFFICE

4. JHCISD, as recorded in the minutes of the official meeting of the Board held on June 6, 2017, does hereby employ SUSANA P. GARZA, Ed.D. as Superintendent for a term beginning June 6, 2017, and ending June 30, 2019.

5. The Board may in its discretion consider extension of this Contract at any time during the Contract term. The Board shall consider an extension of this Contract after completing the Superintendent's annual evaluation. Failure of the Board to extend this Contract shall not constitute nonrenewal under Board policy.

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

RENEWAL AND NON-RENEWAL OF EMPLOYMENT

7. The Board shall consider renewal or nonrenewal of the Superintendent's employment with JHCISD in the last year of the Superintendent's Contract of employment. Non-renewal of employment shall be subject to and comply with the applicable provisions contained in Subchapter E (*Term Contracts*), of Chapter 21, Subtitle D, Title 2, of the Texas Education Code, and Board policy.

CERTIFICATION

8. The Superintendent shall be certified according to the certification requirements established by the State Board for Educator Certification for the State of Texas. This Contract is conditioned on the Superintendent providing the necessary certification and experience records required for JHCISD personnel files or payroll purposes according to Board policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Contract void from its inception. Any conscious and material misrepresentation by the Superintendent shall be good cause for dismissal. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void pursuant to Texas Education Code

REPRESENTATIONS

9. The Superintendent makes the following representations:

9.1 Beginning of Contract: At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of her national criminal history record information (NCHRI) as required by the District, TEA, and/or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

9.2 During Contract: Except for citations for misdemeanor traffic offenses, the Superintendent also agrees that, during the terms of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within three work days of the event-or any shorter period specified in Board policy.

9.3 False Statements and Misrepresentations: The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any knowing or conscious false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

POWERS, DUTIES AND RESPONSIBILITIES

10. The Superintendent shall be the chief executive officer, educational leader

and administrative manager of JHCISD and, as such, shall be charged with the responsibilities of performing the duties pertaining to the office of Superintendent, as prescribed by law, this Contract, Board policy, the job description, and lawful Board directive, as is currently in force and as may be hereinafter modified or amended, from time to time during the term of the Superintendent's employment with JHCISD. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent shall be subject to and comply with the lawfully adopted Board policies, federal and state laws and regulations, the Code of Ethics and Standard Practices for Texas Educators, Texas Professional Standards for Superintendency, and rules and directives of the Board, now in place and as may be modified or amended during the term of her employment with JHCISD.

11. The Superintendent shall have the powers and responsibilities necessary to accomplish the efficient administration and supervision of the entire school system. The Superintendent's duties shall include, but shall not necessarily be limited to, those duties as set out in §11.201 of the Texas Education Code, this Contract, Board policy, the official job description for the position, and Board directives, all as may be amended from time to time during the term of the Superintendent's employment with JHCISD, which duties are specifically incorporated herein and made a part hereof. The Superintendent shall perform those duties with reasonable care, skill, and diligence.

12. In addition to all other rights, duties, and responsibilities conferred on the Superintendent by law, this Contract, Board policy and directive, and the job description, the Superintendent shall direct, assign, and reassign the personnel of the school district for

the efficient operation and best interest of the school district, including staff for instruction and business affairs. The Superintendent shall have the sole authority to make recommendations to the Board regarding selection of personnel. The Board retains final authority for the employment of contractual and noncontractual personnel.

13. The Superintendent shall, from time to time, suggest policy, regulations, rules and procedures deemed necessary for the well ordering of the school district; and, in general, the Superintendent shall perform all duties incident to the office of the Superintendent, and such other duties as may be prescribed by the Board.

CRITICISM, COMPLAINT AND SUGGESTION

14. Apart from processes in Board policy, the Superintendent shall establish and implement an administrative process for addressing informal complaints, criticisms, and suggestions reported to her and/or her administrative staff. The Board individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

RESIDENCY

15. The Superintendent shall reside within the geographical boundaries of JHCISD.

EVALUATION OF SUPERINTENDENT

16. In accordance with State law and Board policy, the Board shall have an evaluation system that provides periodic written evaluations of the Superintendent at annual or more frequent intervals. The Board shall be responsible for establishing an

appraisal instrument for the proper evaluation of the Superintendent. The Superintendent shall be involved in developing, selecting, and/or revising the appraisal instrument and process.

17. At least annually, at a closed executive session of the Board shall evaluate the Superintendent and provide her with a copy of the completed evaluation and shall discuss its conclusions with her. 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. 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. 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, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

PROFESSIONAL GROWTH AND OUTSIDE ACTIVITIES

18. The Superintendent shall devote her time, attention and energy to the direction and supervision of the school system. The Board encourages, however, the continuing professional growth of the Superintendent through her participation, as the Board and she might decide in light of her responsibilities as Superintendent, in:

- the operations, programs, conferences, and other activities

conducted or sponsored by local, state, and national school administrator and/or school board associations;

- local, state, and national conferences, seminars and courses offered by public or private institutions, commissions or committees related to education;
- informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for JHCISD.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters, and reasonable and necessary fees for registration and attendance, travel and subsistence expenses, such as gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District.

ANNUAL PERFORMANCE GOALS

19. The Superintendent shall submit to the Board each year, for the board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Board agrees to work with and support the Superintendent in achieving the District goals.

COMPENSATION AND BENEFITS

20. Effective upon the beginning of this Contract's term, the Superintendent shall receive, as Compensation for her employment with JHCISD, an annual salary of One •

Hundred Fifteen Thousand Dollars (\$115,000.00), payable in installments of one-twelfth (1/12) of the total annual salary-which is based on 226 days-on the last work day of each month for her services rendered during the preceding month accordance with the schedule of salary payments in effect for other certified employees, at the option of the Superintendent.

20.1 TRS Salary Supplement. The District shall supplement the Superintendent's annual salary through the term of this Contract, by an amount equal to the Superintendent's portion of the monthly contribution to the Texas Teacher Retirement System required for the Superintendent, including the employee contribution and the TRS-care contribution. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation by the District for the purposes of the Texas Teacher Retirement system

21. The Board shall consider an annual salary increase after completing the Superintendent's annual evaluation.

22. At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in paragraph 20.

BUSINESS EXPENSES

23. During the Superintendent's employment with JHCISD, the Superintendent will be provided with a cell phone, a laptop or tablet, reasonable and lawful use of a District vehicle in the furtherance of District business (including the cost of fuel, maintenance, and insurance of such District vehicle) and District credit card. The aforementioned District

credit card may be used by the Superintendent to cover the cost of reasonable and necessary expenses, incurred in the continuing performance of the Superintendent's duties and under the Contract. Upon separation from employment, all such equipment must be returned to the district in accordance with district policies. The Superintendent shall cooperate with JHCISD external auditors, so that the external auditors can perform a complete audit of the Superintendent's expenses on a yearly basis, or as otherwise directed by the Board, and report the audit results to the Board. 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. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District, except for gasoline or mileage reimbursement for travel within the Region 1 Education Service Center area. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies. The Superintendent shall cooperate with JHCISD external auditors. The Superintendent's district expenses will be included in the yearly external audit and report the audit results to the Board.

LEAVE AND VACATION

24. The Superintendent shall be entitled to all the leave benefits applicable to twelve-month administrative employees, as are incident to her employment relationship with JHCISD and as are provided for by District policy. Further, the Superintendent shall receive credit for five (5) unpaid days of consulting services provided by Superintendent to

the District during May and June of 2017 as additional days of annual leave days that the Superintendent may take, at her discretion, during the 2017-18 school/work year.

25. The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month (226 day) 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. The Superintendent shall notify the Board President if at any time she shall be out of the District for more than three (3) consecutive days that are not District holidays.

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

INSURANCE

27. The Superintendent shall be entitled to all benefits applicable to full-time administrative employees, as are incidental to their employment relationship with the District, including leaves, retirement program, and other applicable administrative employee benefits. JHCISD shall pay the same health insurance premiums on behalf of the Superintendent that JHCISD pays for health insurance for other administrative employees. Except for those benefits explicitly described in this Contract, the Board reserves the right to add, amend, and/or rescind any of its policies and/or resolutions at any time during the term of this Contract to reduce or increase JHCISD benefits provided pursuant to District policies, at the Board's sole discretion.

27.1 The District shall provide the Superintendent with a term life insurance

policy in the amount of her annual salary. The District shall pay the premiums for the life insurance policy for the duration of this Agreement. The life insurance policy shall be owned by the District on the life of the Superintendent, but the Superintendent shall have the sole right to determine the beneficiary under the policy.

27.2 The District shall pay the premium for a long-term disability insurance policy for the Superintendent to compensate the Superintendent for at least sixty percent (60%) of the Superintendent's base salary, after a suitable qualifying period.

MEMBERSHIP IN PROFESSIONAL/SERVICE ORGANIZATIONS

28. JHCISD shall pay 100% of the charges associated with the Superintendent's membership, annual/quarterly summits, and applicable superintendent academies of the American Association of School Administrators and the Texas Association of School Administrators, as well as other professional dues and/or service club/organization dues/fees as the Superintendent and Board deem necessary to maintain and improve the Superintendent's professional skills and/or benefit JHCISD, as permitted by State law and as approved by the Board. The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board 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 her 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 her 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.

LECTURES AND MEETINGS

29. The Superintendent may deliver lectures at local colleges and universities, and at state and national conventions, provided such duties do not interfere with the performance of her duties as Superintendent. Prior to committing to speak at any out-of-town convention or lecture, the Superintendent shall advise the Board of such plans and the Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of her duties as Superintendent.. The Superintendent shall report to the Board on a regular basis all participation and attendance by her in professional meetings at the local, state, and national levels. Such report may be made in the regular Superintendent's report to the Board. If necessary, the Superintendent shall use available personal leave for outside consulting or speaking engagements. Such leave shall be made in accordance with Board Policy DEC including, but not limited to, its mandates regarding Requests for Leave, Schedule Limitations, and Duration of Leave.

PROFESSIONAL LIABILITY

30. JHCISD shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and/or legal proceedings made or brought by third parties against the Superintendent in her individual capacity and/or in her official capacity as agent and employee of JHCISD; provided, however, that the alleged matter

which is the subject of the demand, claim, suit, action and/or legal proceeding arose while the Superintendent was acting within the course and scope of her employment with JHCISD and excluding criminal litigation, and such liability coverage is within the authority of JHCISD to provide under State law; except, however, that in no case shall individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and/or legal proceedings. The Superintendent hereby agrees to fully cooperate with JHCISD and its authorized representatives in the handling and defense of such demands, claims, suits, actions and/or legal proceedings, both during and after the term of employment herein, as may be required by JHCISD. In such case as JHCISD has agreed to defend the Superintendent, JHCISD shall engage counsel of its choosing. JHCISD shall not, however, be required to pay any costs of any proceedings in the event that the Superintendent and JHCISD or the Board have adverse interests in such demand, claim, suit, action and/or legal proceedings, where the alleged conduct or action of the Superintendent is outside the scope of her employment with JHCISD.

TERMINATION OF EMPLOYMENT DURING TERM

31. The Superintendent's employment with JHCISD may be terminated during the term of this Contract, thereby terminating this Contract, by reason of any of the following:

- Mutual agreement of the parties, upon such terms and conditions as may be mutually agreed upon and are considered to be in the best interests of each party;
- Retirement of the Superintendent under the Teacher

Retirement System of Texas;

- Discharge for good cause as determined by the Board and as further set out below;
- Resignation of the Superintendent, as herein below set out; or
- Death of the Superintendent.

DISABILITY BY ILLNESS OR INCAPACITY

32. Subject to the requirements of the Americans With Disabilities Act of 1990 and other applicable law, in the event of disability of the Superintendent by illness or incapacity, after the Superintendent's applicable paid leave has been exhausted, compensation to her shall be suspended, but shall be reinstated and prorated after she has returned to employment and undertaken the full discharge of her duties. JHCISD may terminate this Contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other applicable leave as may be available to employees under the Family and Medical Leave Act, state law, and/or other applicable district policy. If termination is before the end of the Contract term, the District shall employ Chapter 21, subchapter F of the Texas Education Code. All obligations of JHCISD under this Contract shall cease upon such termination, except as may be otherwise required by law. If a question exists concerning the capacity of the Superintendent to perform the essential job functions of the Superintendent upon her return to her duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a physician acceptable to both the Board and the Superintendent and licensed to practice medicine in the State of Texas. The examination shall be done at the expense of JHCISD. The physician shall limit the report to the issue of

whether the Superintendent has a continuing physical or mental incapacity preventing performance of the essential job functions of a Superintendent.

33. Not later than December 2018, and annually thereafter, the Superintendent shall undergo a comprehensive medical examination, at JHCISD's expense, by a physician acceptable to both the Board and the Superintendent. The physician shall submit a statement to the Board certifying that the Superintendent is able to perform her duties under this Contract. This certification shall be filed with the President of the Board and shall be confidential to the extent permitted by law. This Contract is contingent on the Superintendent's ability to perform the essential job functions and duties of a Superintendent.

RESIGNATION

34. The Superintendent may resign and leave the employment of the JHCISD at the end of the school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with consent of the Board, at any other time.

TERMINATION FOR GOOD CAUSE

35. The Superintendent may be discharged for good cause as determined by the Board before the completion of the term fixed in this Contract in accordance with Texas Education Code, Chapter 21, and Board policy. At the termination hearing, if the Superintendent desires counsel, the Superintendent shall employ counsel at her expense. Any appeal from the decision of the Board shall be in accordance with State law and the regulations of the Texas Education Agency. In the event the Board terminates this Contract

for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law. The term "good cause" is defined as follows:

- (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) 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.

SAVINGS CLAUSE

36. No partial invalidity of this Contract shall affect the remainder, forbearance or indulgence by JHCISD in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the Superintendent to which the same may apply, except by written consent of the Board.

MISCELLANEOUS

37. All previously existing agreements and contracts, oral or written, between the parties hereto respecting the employment of the Superintendent have been merged within this agreement, and this Contract constitutes the entire agreement between the parties. This Contract may not be amended except by written agreement of the parties.

38. Superintendent expressly acknowledges that she sought and received advice as she has deemed necessary or appropriate relative to this Contract, including, but not limited to, seeking the advice of legal counsel. Superintendent acknowledges that she has

entered this Contract freely and is knowledgeable about and understands the terms and conditions governing this Contract.

39. This Contract shall be governed by the laws of the State of Texas and shall be performable in Jim Hogg County, Texas, unless otherwise provided by law.

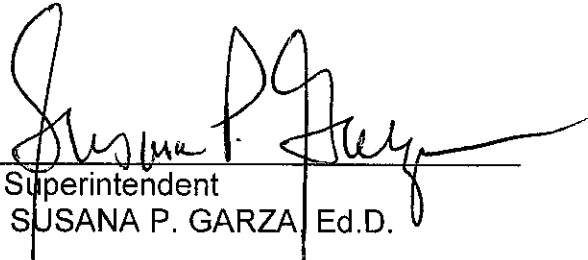
40. In the event of any conflict between the terms, conditions, and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

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

EXECUTED in duplicate originals this _____ day of June, 2017.

JIM HOGG COUNTY INDEPENDENT
SCHOOL DISTRICT

By: _____
President, Board of Trustees

By: 
Superintendent
SUSANA P. GARZA, Ed.D.

By: _____
Secretary, Board of Trustees

**SECOND ADDENDUM TO SUPERINTENDENT'S CONTRACT
BETWEEN JIM HOGG COUNTY INDEPENDENT SCHOOL DISTRICT
AND SUSANA GARZA**

The Board of Trustees (the "Board") of Jim Hogg County Independent School District (the "District" or "JHCISD") and Dr. Susana P. Garza (the "Superintendent") agree to amend the Superintendent's contract.

On June 6, 2017, the District entered into a two-year employment contract with the Superintendent, with an initial term beginning June 6, 2017, and ending June 30, 2019 (the "Contract");

On June 21, 2018, the District and Superintendent entered into a First Addendum to the Contract that extended the Superintendent's term of employment from June 6, 2017 through June 30, 2021;

The District and Superintendent now desire to amend the terms of the Contract as set forth below:

1. Paragraph 20 of the Contract titled "Compensation and Benefits" is hereby amended by deleting "One Hundred Fifteen Thousand Dollars (\$115,000.00)" and inserting the following in lieu thereof: "One Hundred Twenty Thousand Dollars (\$120,000.00)."
2. Except as provided in this Amendment, all terms used in this Agreement that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between JHCISD and Superintendent with respect to the amendment of the Contract. In the event of any conflict or inconsistency between the provisions of the Contract and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements, and specifications contained in the Contract remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Contract, the purpose of this Amendment being simply to amend and ratify the Contract, as hereby amended and ratified, and to confirm and carry forward the Contract, as hereby amended, in full force and effect.

5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the District and Superintendent have executed and delivered this Amendment effective as of July 25, 2018.

JIM HOGG COUNTY ISD

By: J.C. Guerra
Name: Juan Carlos Guerra
Title: JHCISD Board President

Date: 8/21/2018

SUPERINTENDENT

By: Dr. Susana P. Garza
Name: Dr. Susana P. Garza
Title: Superintendent of Schools

Date: 8/21/2018

**THIRD ADDENDUM TO SUPERINTENDENT'S CONTRACT
BETWEEN JIM HOGG COUNTY INDEPENDENT SCHOOL DISTRICT
AND SUSANA GARZA**

The Board of Trustees (the "Board") of Jim Hogg County Independent School District (the "District" or "JHCISD") and Dr. Susana P. Garza (the "Superintendent") agree to amend the Superintendent's contract.

On June 6, 2017, the District entered into a two-year employment contract with the Superintendent, with an initial term beginning June 6, 2017, and ending June 30, 2019 (the "Contract");

On June 21, 2018, the District and Superintendent entered into a First Addendum to the Contract that extended the Superintendent's term of employment from June 6, 2017 through June 30, 2021;

On July 25, 2018, the District and Superintendent entered into a Second Addendum to the Contract that amended paragraph 20 to increase Superintendent's annual salary to One Hundred Twenty Thousand Dollars (\$120,000.00);

The District and Superintendent now desire to amend the terms of the Contract as set forth below:

1. Paragraph 4 of the Contract titled "Term and Office" is hereby amended by deleting "June 30, 2021" and inserting the following in lieu thereof: "June 30, 2022."
2. Except as provided in this Amendment, all terms used in this Agreement that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between JHCISD and Superintendent with respect to the amendment of the Contract. In the event of any conflict or inconsistency between the provisions of the Contract and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements, and specifications contained in the Contract remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Contract, the purpose of this Amendment being simply to amend and ratify the Contract, as

hereby amended and ratified, and to confirm and carry forward the Contract, as hereby amended, in full force and effect.

5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the District and Superintendent have executed and delivered this Amendment effective as of January 23, 2019.

JIM HOGG COUNTY ISD

By: Etna L. Ramirez
Name: Etna Ramirez
Title: JHCISD Board President

Date: 1/24/19

SUPERINTENDENT

By: Dr. Susana P. Garza
Name: Dr. Susana P. Garza
Title: Superintendent of Schools

Date: 1/24/19

**FOURTH ADDENDUM TO SUPERINTENDENT'S CONTRACT
BETWEEN JIM HOGG COUNTY INDEPENDENT SCHOOL DISTRICT
AND SUSANA GARZA**

The Board of Trustees (the "Board") of Jim Hogg County Independent School District (the "District" or "JHCISD") and Dr. Susana P. Garza (the "Superintendent") agree to amend the Superintendent's contract.

On June 6, 2017, the District entered into a two-year employment contract with the Superintendent, with an initial term beginning June 6, 2017, and ending June 30, 2019 (the "Contract");

On June 21, 2018, the District and Superintendent entered into a First Addendum to the Contract that extended the Superintendent's term of employment from June 6, 2017 through June 30, 2021;

On July 25, 2018, the District and Superintendent entered into a Second Addendum to the Contract that amended paragraph 20 to increase Superintendent's annual salary to One Hundred Twenty Thousand Dollars (\$120,000.00);

On January 23, 2019, the District and Superintendent entered into a Third Addendum to the Contract that amended paragraph 4 to that extended the Superintendent's term of employment from June 6, 2017 through June 30, 2022;

The District and Superintendent now desire to amend the terms of the Contract as set forth below:

1. Paragraph 4 of the Contract titled "Term and Office" is hereby amended by deleting "June 30, 2022" and inserting the following in lieu thereof: "June 30, 2024."
2. Paragraph 20 of the Contract titled "Compensation and Benefits" is hereby amended by deleting "One Hundred Twenty Thousand Dollars (\$120,000.00)" and inserting the following in lieu thereof: "One Hundred Twenty-Six Thousand Dollars (\$126,000)."
3. Except as provided in this Amendment, all terms used in this Agreement that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
4. This Amendment embodies the entire agreement between JHCISD and Superintendent with respect to the amendment of the Contract. In the event of any conflict or inconsistency between the provisions of the

Contract and this Amendment, the provisions of this Amendment shall control and govern.

5. Except as specifically modified and amended herein, all of the terms, provisions, requirements, and specifications contained in the Contract remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Contract, the purpose of this Amendment being simply to amend and ratify the Contract, as hereby amended and ratified, and to confirm and carry forward the Contract, as hereby amended, in full force and effect.
6. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the District and Superintendent have executed and delivered this Amendment effective as of August 14, 2019.

JIM HOGG COUNTY ISD

By Etna Ramirez
Name: Etna Ramirez
Title: JHCISD Board President

Date: 8/31/19

SUPERINTENDENT

By Dr. Susana P. Garza
Name: Dr. Susana P. Garza
Title: Superintendent of Schools

Date: 8/31/19