

KENNARD INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Contract is made and entered into by and between the Board of Trustees (the "Board") of the Kennard Independent School District ("Kennard ISD" or the "District"), located in Houston County, Texas, and Jonathan C. Smith (the "Superintendent"), collectively referred to herein as "the Parties."

The Board and Superintendent, for and in consideration of the terms and conditions hereinafter established, pursuant to Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code and the general laws of the State of Texas, have agreed, and do hereby agree, as follows:

1. TERM

1.1 The Term. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for Kennard ISD commencing on March 21, 2024, and ending on June 30, 2027. Beginning July 1, 2024, the contract year shall run from July 1 to June 30. The Board and the Superintendent may extend the term of this Contract by agreement, as permitted by state law and Paragraph 5.2 of this Contract; however, there is no requirement or duty for the Board to extend this Contract.

1.2 No Tenure. 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 or liberty interest, or any other legally recognized and/or protected interest or expectation, express or implied, is created in continued employment beyond the term of the Contract contained in Paragraph 1.1.

2. EMPLOYMENT

2.1 Duties. The Superintendent is the educational leader and chief executive of the District and shall faithfully perform the duties of Superintendent of Schools for the District as prescribed by state law, Board policies, in the job description for the position, and as may be lawfully assigned by the Board. The Superintendent shall comply with all lawful Board directives, state and federal laws and regulations, and District policies, rules, and regulations as they exist or may hereafter be amended or adopted during the term of this Contract and any renewal or extension thereof. Except as provided in this Contract, the Superintendent agrees to devote his full time, energy, and skill to the performance of the duties of Superintendent of Schools for the District using reasonable care, diligence, and expertise.

2.2 Professional Certification. This Contract is conditioned on (1) the Superintendent providing the necessary certification, qualification and experience records to serve as Superintendent, and other records required for District personnel files or payroll purposes, and (2) the satisfactory completion of all background checks performed by the District for its employees. The Superintendent shall at all times during the term of this Contract, and any

renewal or extension thereof, hold and maintain valid and appropriate certifications or permits required to act as a superintendent as prescribed by the laws of the State of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification and all other certificates required by law. The Superintendent shall provide evidence of such certifications or permits to the District upon request at any time. The Superintendent shall also provide evidence of educational attainment, degrees earned, previous professional experience, and other records required for personnel files of the District. Failure to provide necessary records, maintain valid and appropriate certifications or permits, or to complete required background checks shall render this Contract void. The Superintendent represents that any records or information provided in connection with his employment are true and correct. Any misrepresentation may be grounds for dismissal.

2.3 Criminal History Review. At the beginning of this Contract, and at any during the term of this Contract, and any renewal or extension thereof, the Superintendent agrees to submit to a review of his national criminal history record information. The Superintendent also agrees to notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Interim Superintendent, before or during his employment with the District.

2.4 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the mutual express written consent of the Superintendent and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.5 Board Meetings. Unless otherwise prohibited by law, the Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to (i) the consideration of any action or lack of action on the Superintendent's Contract or the Superintendent's salary or benefits-as set forth in this Contract or the Superintendent's evaluation and performance; (ii) interpersonal relationships between individual Board members; or (iii) when the Board is acting in its capacity as a tribunal to hear and resolve any complaint. There may also be times when the Board and the Superintendent agree 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. The Superintendent, or his designee, shall provide recommendation(s) and/or explanatory information as to each of the items of business considered at each board meeting as needed or requested by the Board.

2.6 Legal Defense/Indemnification. The District agrees that, to the extent permitted by state law, it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District if the incident in question arose while the Superintendent was acting within the course and scope of his employment and in conformity with the policies of the District. This defense and indemnity excludes criminal or other illegal acts and any other act, action or omission of the Superintendent

which is determined to have been done, taken, or committed with malice or with intent to cause the injury or damage suffered by the claimant. This provision does not apply if the Superintendent is found to have materially breached his Contract, or committed a willful or wrongful act or omission, to have acted with gross negligence or acted in bad faith, to have acted with conscious or deliberate indifference or reckless disregard, or with intent to violate a person's clearly established legal rights, to have acted outside the course and scope of his employment, to have engaged in criminal conduct, or to have engaged in official misconduct. This provision also does not apply to criminal investigations or proceedings. At its sole discretion, the District may fulfill the obligation under this Paragraph by purchasing 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 he could seek indemnification under this Paragraph, to the extent that damages are recoverable, or a defense is provided under any such contract of insurance. In no event shall any individual Board member, present or future, be personally liable for defending or indemnifying the Superintendent against any such demands, claims, suits, actions and legal proceedings. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any such proceedings. The District's obligation 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 renewal or extension thereof. The Superintendent shall reasonably cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District, regardless of whether the Superintendent is a named party. The Superintendent's obligation under this Paragraph shall continue after the termination of this Contract at no cost to the District.

2.7 Consulting. The Superintendent may, as appropriate, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional services to the District or result in any financial cost to the District. For any such outside employment, the Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding potential and actual conflicts of interest. Any consulting work undertaken by the Superintendent for compensation must be accomplished on the Superintendent's vacation days, holidays or other non-duty days. Notwithstanding the foregoing, the Superintendent shall not undertake any such activities outside of the District or be permitted to perform or engage in any services, consulting, or other activities for which he receives a financial benefit without having first disclosed all material details to the Board in writing and obtaining prior approval from the Board as required by the Texas Education Code, Section 11.201(e). Consulting services provided by the Superintendent under the terms and conditions of this Paragraph must be consistent with state and federal law, including Texas Education Code Section 11.201(e).

2.8 Complaints. The Board, individually and collectively, shall refer all substantive complaints from staff and/or third parties to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (i) 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 (ii) to the appropriate complaint resolution procedure as

established by Board policies. Substantive complaints include allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the Superintendent and/or the administration. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

2.9. Absences. When the Superintendent intends to be absent from the District for three (3) or more consecutive days for any reason, he shall notify the President of the Board in writing or electronically at least five (5) workdays prior to the absence except in the event of a personal or family emergency. In such cases, the President of the Board shall be notified as soon as practical. In the event the Superintendent is hospitalized for non-emergency purposes, the Superintendent shall give the Board at least three (3) days written notice of each hospitalization.

3. COMPENSATION

3.1 Superintendent Compensation. The District shall provide the Superintendent with an annual salary in the amount of one hundred thirteen thousand, five hundred sixty-eight dollars (\$ 113,568.00), which shall be paid to the Superintendent in equal installments consistent with the Board's policies and in accordance with the District's normal payroll practices. The Board shall have the right, in its sole discretion, to adjust the annual salary of the Superintendent at any time during the term of this Contract, or any renewal or extension thereof, provided that no such adjustment shall reduce the annual salary herein set forth. Any such adjustment in the Superintendent's salary made during the term of this Contract shall be in the form of an amendment or addendum and shall become part of the Contract.

3.2 Widespread Salary Reduction. If the Board implements a widespread salary reduction under Section 21.4032 of the Texas Education Code, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

3.3 Furlough. If the Board implements a furlough under Section 21.4021 of the Texas Education Code, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

3.4 Expenses. The District shall pay or reimburse the Superintendent at the state rate for business expenses incurred by him, and only him, in the continuing performance of his duties under this Contract. These expenses may include but are not limited to: (1) airline tickets, hotels and accommodations, meals, rental car, gasoline costs, and other expenses incurred in performance of his duties which require out-of-district travel pre-approved by the Board (2) the reasonable cost of meals and incidental expenses associated with the Superintendent's work with staff members, Board Members, community patrons, or other persons related to the performance of his duties as Superintendent, and (3) membership to a maximum of two professional and/or

civic organizations (such as the Texas Association of School Administrators and the Texas Association of School Boards) which, in the Board's discretion, serve the legitimate public purpose of maintaining or improving the Superintendent's professional skills and/or a public purpose related to the educational mission of the District. In seeking reimbursement, the Superintendent shall comply with all documentation requirements dictated by District policies and procedures; reimbursements to the Superintendent under this Paragraph shall be subject to review by the District's independent auditors. The Board retains the authority to disallow any reimbursement request which it reasonably believes falls outside the scope of the Superintendent's duties. The Superintendent specifically will **not** be reimbursed for local mileage or transportation expenses associated with local travel. Local being defined as within Houston County.

3.5 Vacation, Holidays, and Leave. The Superintendent may take, at the Superintendent's choice, with prior notice to the Board President, the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts. 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 observe the same legal holidays 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 Superintendent's accrued and unused vacation days and personal leave days may be accumulated from year to year and carried over into subsequent years of this Contract up to a ten (10) day limit. In other words, under this Paragraph, in addition to what the Superintendent is eligible for in a particular contract year, a maximum of ten (10) additional accrued and unused vacation days and personal days will be available for use by the Superintendent if carried over by the Superintendent from the prior year.

3.6 Benefits. The Superintendent has declined the District's employer-provided benefits, including specifically the District's medical, vision, dental, life, and disability insurance benefits.

3.7 Civic and Professional Activities. The Superintendent is encouraged to participate in civic and professional activities in accordance with the Board's policies. Subject to Board approval, the Superintendent shall attend and participate in appropriate professional meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the District subject to the requirements and limitations contained in Paragraph 3.4. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere or conflict with the performance of his duties as Superintendent. Prior to accepting an office or responsibility, the Superintendent will notify, and receive approval from, the Board in writing. The Board will notify the Superintendent if the office or responsibility presents a conflict or interferes with the performance of his duties as Superintendent.

3.8 Information Technology/Communications. The District shall provide the Superintendent an office computer and printer, a laptop, and a home printer for his use as Superintendent of the District. The use of these devices shall comply with the law and District

policy, including any applicable technology use agreements. Unless otherwise provided by District policy, personal use is permitted, provided that such personal use is legal and does not interfere with the use of the equipment for business purposes. All equipment remains the property of the District.

3.9 Professional Growth. The Board encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities to the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and the Board deem appropriate, to attend such seminars, courses, or meetings.

3.10 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. By December 1 of each year of the Superintendent's employment with the District, the physician shall submit a confidential statement to the Board President verifying that the Superintendent does not have any condition that would impair his fitness or ability to perform the duties of the position of Superintendent of Schools for the District. The Board President shall report to the Board whether the Superintendent has complied with this Paragraph. Copies of all statements shall be maintained in the Superintendent's personnel file. The Superintendent shall execute all necessary authorizations required by law (including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended) to permit the Board to review any such physician statements. The District shall pay all costs of each annual physical examination during the Superintendent's employment with the District.

4. EVALUATION

4.1 Annual Performance Goals. The Superintendent shall, by December of each year of this Contract (and, in the first year of this Contract, as soon as possible but in no event later than April, 2024), submit 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.

4.2 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year by the end of January during the term of this Contract, and at such other times as deemed necessary and appropriate by the Board. The evaluation and assessment shall be in accordance with Board policies and state and federal law, and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description, Board policies, lawful Board directives, the goals adopted in

Paragraph 4.1, and as prescribed by law. A mid-year conference between the Board and the Superintendent concerning these goals shall be held in N/A of each year. Nothing in this Contract prohibits or limits the Board's ability to conduct formal or informal interim evaluations (between annual performance evaluations and/or mid-year conferences) regarding the performance of the Superintendent as deemed by the Board in its sole discretion to be necessary or helpful.

4.3 Confidentiality. Unless the Superintendent expressly requests in writing, the evaluation of the Superintendent shall at all times be conducted in closed session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

4.4 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board, the Board's policies, state law and with the input of the Superintendent. If 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 Board shall meet with the Superintendent to discuss the evaluation, and a copy of the written evaluation shall be delivered to the Superintendent. If 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.

5. RENEWAL, NONRENEWAL, OR TERMINATION OF CONTRACT

5.1 Renewal/Nonrenewal. Renewal or nonrenewal of this Contract shall be in accordance with Board Policy and applicable state and federal law, including specifically Chapter 21, Subchapter E of the Texas Education Code. Notice of contract renewal and non-renewal shall be governed by Chapter 21 of the Texas Education Code.

5.2 Extension. At any time during the Contract term, the Board may, in its discretion, extend the term of this Contract, as permitted by state law. Failure to extend the term of this Contract shall not constitute nonrenewal under Board policy. 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. If 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.

5.3 Mutual Agreement. This Contract may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

5.4 Retirement or Death. This Contract shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

5.5 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. The resignation must be addressed to the Board and filed no later than the forty-fifth (45th) day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the Board, at any other time.

5.6 Disability of Superintendent. Should the Superintendent be unable to perform any or all the duties of his position by reason of illness or accident, he may use all accumulated state sick leave days, local sick leave days, nonduty days and vacation days. After exhausting all accrued paid leave days, if the Superintendent cannot resume his duties, a determination of disability will be made by the Board based on a physical examination performed by a licensed physician selected by the Superintendent. The Board may obtain a second opinion from another licensed physician of its choosing. If the Superintendent is determined to be disabled and incapable of resuming all of his essential duties and obligations of employment, the District and the Superintendent hereby mutually agree that this Contract will terminate at that time without the necessity of any further action by the Board or the Superintendent, and the Superintendent hereby waives all his rights to a hearing in consideration for the lump-sum payment of two months' salary. Except for the payment set out in this Paragraph, the District shall have no further liability to the Superintendent for any other compensation or benefits.

5.7 Termination for Good Cause. The Board may terminate the Superintendent's employment during the term of the Contract for good cause. 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 written Board Policies or District administrative regulations;
- e. Neglect of duties;
- f. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the Superintendent's duties, or while attending any school- or District-sponsored activity;

- g. Illegal possession, use, manufacture, or distribution of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. Conviction of or deferred adjudication for 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 developments.
- k. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;
- l. Immorality, which is conduct 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 (including falsification or omission of required information on an employment application);
- o. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- p. Failure to fulfill requirements for superintendent certification;
- q. Failure to fulfill the requirements of a deficiency plan under an Emergency Plan;
- r. Failure of the District to make measurable progress towards the goals stated in the District improvement plan;
- s. Conducting personal business during school hours when it results in neglect of duties;
- t. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL);
- u. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District;
- v. Any breach by the Superintendent of this Contract;
- w. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board;

- x. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional;
- y. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel; or
- z. Any other reason constituting "good cause" under Texas law.

5.8 Termination Procedure. In the event the Board proposes the termination of 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. Upon any termination by District for good cause, the Superintendent shall be paid for the days worked and earned by him prior to the date of the termination in accordance with the District's normal payroll practices at the rate provided for in this Contract computed pro rata up to the date of termination. The Superintendent shall be entitled to no further compensation or benefits as of the date of termination for "good cause, except as otherwise required by law; and shall have no right, except as otherwise required by law, to participate in any employee benefit programs referred to in or provided to the Superintendent under this Contract for any period subsequent to the date of termination.

5.9 Unilateral Termination. In the event the Board, by an affirmative vote of at least two-thirds of the full membership of the Board, unilaterally decides to terminate this Contract without good cause or in lieu of nonrenewal, the Superintendent will receive one year of his current annual base salary and payment for any accrued but unused vacation days. In exchange for this payment, the Superintendent agrees not to request a hearing or other process under Paragraphs 5.1 and/or 5.8 of this Contract. It is further understood and agreed that the payment outlined in this Paragraph will be in full satisfaction of the District's obligations under this Contract, and the Superintendent will fully release and discharge the District, its trustees and employees from all claims and liability relating to the Superintendent's employment and separation from the District.

6. MISCELLANEOUS

6.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas, and is fully performable in Houston County, Texas. The Parties agree that venue for any litigation related to the Interim Superintendent's employment with the District, including this Contract, shall be in the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that the venue shall be the federal district and division in which the District's administration building is located.

6.2 Amendment. This Contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

6.3 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall

be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.4 Entire Agreement. This Contract is the entire agreement between the parties, and, except as expressly provided herein, cannot be changed, altered, or amended except by written amendment signed by both parties. The parties acknowledge and warrant that: (1) there are no other agreements, whether oral or written, express or implied, relating to the subject matter of this Contract; and (2) neither party is entering into this Contract in reliance on any promises or representations that are not expressly stated in this Contract.

6.5 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. Any failure or delay on the part of either Party to exercise any remedy or right under this Contract shall not operate as a waiver of any of the rights under this Contract. 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.

6.6 Payments. All payments provided for by this Contract will be made in conformity with the regular payroll procedures utilized by the District for other full-time personnel at the time of payment, unless other arrangements are mutually agreed upon in writing by the Board and the Superintendent.

6.7 Assignability. The rights and interests of the Superintendent under this Contract, including the Superintendent's right to receive compensation hereunder, may not be assigned, sold, transferred, pledged, or hypothecated, nor may the duties and obligations of the Superintendent be delegated, except as is expressly provided for in this Contract, unless other arrangements are mutually agreed upon in writing by the Board and the Superintendent.

6.8 Non-Reliance. The Parties stipulate and agree that they have not relied upon any statements or representations made by any of the other parties hereto or by any person or entity representing any of the other parties hereto, except as contained in this Contract.

6.9 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.

6.10 Legal Representation. The Parties have been represented by legal counsel of their choice or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

6.11 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.

6.12 Captions and Headings. The captions and headings used in this Contract are for convenience only and are not to be construed in interpreting this Contract.

6.13 Counterparts and Copy Effective. This Contract may be signed and delivered in two (2) or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. For purposes of this Contract, facsimile or email-PDF or electronic signatures are treated as original signatures. A copy of this Contract fully executed shall be as effective, for all purposes, as a signed original.

6.14 Notice. 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 facsimile or by email, as follows:

if to District to:

Kennard Independent School District
304 Hwy 7 East
Kennard, Texas 75847

Attn: President, Board of Trustees

with copy to:

Thompson & Horton, LLP
3200 Southwest Frwy, Suite 2000
Houston, Texas 77027
lmcbride@thompsonhorton.com

Attn: Lisa McBride, Partner

if to Superintendent, to:

Jonathan C. Smith

Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by facsimile 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.

6.15 Voluntary Agreement. The Superintendent represents and certifies that he/she: (i) has carefully read all of this Contract; (ii) understands its provisions; (iii) has been advised to consult with an attorney of his choice before signing this Contract; (iv) has not been influenced to sign this Contract by any statement or representation by Kennard ISD that is not contained in this Contract; and (v) enters into this Contract knowingly and voluntarily.

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


EXECUTED this 21st day of March 2024.

KENNARD INDEPENDENT SCHOOL DISTRICT

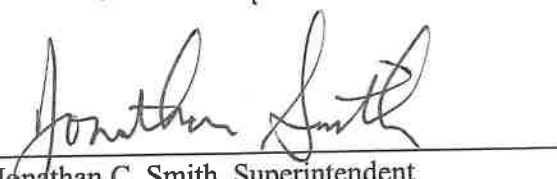
AGREED AND APPROVED:

By: 
Terry Pilkington
President, Board of Trustees

Date: 3/21/2024

By: 
Rebecca Parker
Secretary, Board of Trustees

Date: 3/21/2024

By: 
Jonathan C. Smith, Superintendent

Date: 3/21/2024