COMMUNITY INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT CONTRACT

This Superintendent Employment Contract ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the COMMUNITY INDEPENDENT SCHOOL DISTRICT (the "District") and DR. TONYA KNOWLTON (the "Superintendent").

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

I. Term

1.1 Employment. 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 the District for a term of one (1) years and ten (10) months and twenty-two (22) days commencing on August 9, 2021 and ending on June 30, 2023. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

1.2 No Right to 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 interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

2.1 Duties. The Superintendent is the chief executive and instructional leader of the District and shall faithfully perform the duties of the 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 lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. 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. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval and consistent with Board policy and state and federal law. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of

the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 **Professional Certification and Records.** This Contract is conditioned on the Superintendent's providing the necessary certification and experience records and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Contract void. Any conscious misrepresentation by the Superintendent relative to necessary certification and experience records, and other records required for the personnel files or payroll purposes may be grounds for dismissal.

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

2.4 **Board Meetings.** The Superintendent shall attend, and be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's performance and/or evaluation, or when the Board is acting in its capacity as a tribunal, to consider interpersonal relationships between individual Board members, or at any other time as determined by the Board.

2.5 **Criticisms, Complaints, and Suggestions.** 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 refer such matter(s) to the appropriate District employee for investigation or investigate such matter(s) and inform the entire Board of the results of such action or, refer such matter(s) to the appropriate complaint

resolution procedure as established by District Board policies. Provided, however, nothing herein shall be construed to prevent the right of a District employee to communicate directly with a Board member pursuant to Board policy and law. The Board retains the right to receive and address 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, then the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

2.6 Nepotism. With the exception of any individuals already employed for the statutorily-allowed time periods by the District as of the date of this Contract, the District will not employ, and the Superintendent will not recommend for employment, any individual related to the Superintendent within any prohibited degree under the Texas nepotism law, regardless of whether or not the nepotism law applies to the Superintendent.

2.7 Consulting or Personal Services. During the term of this Contract, the Superintendent will not provide any personal services for a financial benefit, engage in any consulting activities for a fee, or engage in any outside employment for any business entity that conducts or solicits business with the District. Any financial benefit received by the Superintendent for performing personal services for any other entity must receive prior Board approval, on a case-by-case basis. The Superintendent will comply with all federal and state laws and regulations and District policies, rules and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract. Any such consulting or personal services shall not conflict or interfere with the Superintendent's professional responsibilities to the District and shall be performed during the work days only to the extent that the Superintendent has available vacation or personal leave days to cover her absences. The Board has sole authority to determine whether the consulting or personal services conflict with the Superintendent's duties to the District.

2.8 Residence. The District requires the Superintendent to maintain a residence in the District while employed as the Superintendent and shall give the Superintendent six (6) months to establish residency within the District.

III. Representations.

The Superintendent makes the following representations:

3.1 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) if required by the District, TEA, 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.

3.2 During Contract. The Superintendent also agrees that, during the term 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 seven (7) calendar days of the event or any shorter period specified in Board policy.

3.3 False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any 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.

IV. Compensation

4.1 Salary. The District shall provide the Superintendent with an annual salary, the amount of which shall be approved in the annual budget. This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies. This Contract begins before the adoption of the next budget and the annual base salary shall be in the sum of One Hundred Eighty Thousand and No/00 Dollars ($180,000.00).

4.2 Salary Adjustments. At any time during the term of this Contract, the Board may, in its 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 Section 4.1 of this Contract. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract. The requirements of a mutual agreement or a written addendum or new contract are not

applicable if the reduction in salary is made pursuant to and in accordance with the provisions of either Section 21.4021 or 21.4032 of the Texas Education Code.

a. **Widespread Salary Reduction**. If the Board implements a widespread salary reduction under Texas Education Code Section 21.4023, 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.

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

c. **Annual Compensation Increases.** Beginning with the 2021-22 school budget year and continuing thereafter for each succeeding school budget year for which this contract is effective, the Superintendent shall, commencing on July 1, of each year of this Agreement be entitled to receive an increase in the Superintendent's Base Salary year beginning on July 1 of such year, equal to the average percentage teacher pay raise applicable to the District teacher for the upcoming school year.

d. **Eligibility for Stipends.** The Superintendent shall also, when eligible under Board-adopted criteria, be paid the same amount of any one-time payments and stipends to the District's staff as approved by the Board.

4.3 Business Expenses. The District shall pay or reimburse the Superintendent for reasonable business expenses incurred by the Superintendent in the continuing performance of her duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for District-related travel, subject to the provisions of 4.6 below. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, and rental car expenses incurred in the performance of the business of the District, but shall not include alcohol or entertainment expenses (unless the entertainment expenses are pre-approved by the Board). The Superintendent shall comply with all policies, procedures and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or

state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors.

4.4 Insurance. The District shall pay the premiums for health, hospitalization, and dental and vision insurance for the Superintendent pursuant to the group health plan provided by the District for all employees.

4.5 Vacation, Holidays, Sick Leave. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent shall be provided state and local leave days as provided for all employees in the District. The leave days taken by the Superintendent will be taken at such time or times that will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall not be reimbursed for unused or lost vacation days at her daily rate.

4.6 Automobile Allowance. The District shall provide the Superintendent with an automobile allowance in the sum of Eight Hundred Dollars and No/100 ($800.00) per month. This allowance is paid in lieu of mileage expense reimbursement for the Superintendent's business travel in her personal vehicle to destinations within a seventy-five (75) mile radius from the District Administration Building. The Superintendent must use the vehicle allowance to cover the cost of a vehicle, insurance, repair, maintenance, fuel, and other expenses associated with the vehicle. The Superintendent may select the vehicle of her choice. The Superintendent shall purchase District-approved liability insurance coverage for the vehicle in an amount acceptable to the board. The Superintendent may use the vehicle for business and personal purposes.

4.7 Telecommunications. In addition to the base compensation reflected in Section 4.1, the Superintendent shall receive a Two Hundred and No/100 Dollar ($200.00) allowance per month during the Superintendent's employment with the District to cover the reasonable and necessary costs of telecommunication access such as mobile phone service and internet access. The Superintendent shall maintain a personal account for mobile telephone service and home internet access ("Personal Accounts") and shall not open any home account in the name of the District. The Superintendent shall have total responsibility for payment of her Personal Accounts and the District shall have no obligation or responsibility for payment of the

for such attendance and membership. The Superintendent shall notify the Board President when she intends to be out of the District traveling on District business or vacation. The Superintendent is required to attend the training and professional development as deemed necessary by the Board and Superintendent for the Team of 8.

4.10 Civic Activities Allowance. The Superintendent is encouraged to participate in community and civic affairs. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District shall pay to the Superintendent a monthly allowance of Two Thousand and No/100 Dollars ($2,000.00) to be used for civic activities.

4.11 Longevity/Retention Payment. To encourage continuity of leadership in the District, the Board wishes to provide additional compensation to the Superintendent upon the achievement of certain longevity goals as follows: provided the Superintendent is: i.) still actively employed on each subsequent milestone date, of June 30 of each year of this contract, or any extension thereof, beginning with June 30, 2023; ii.) has not given notice of her intention to resign or retire; and iii.) the Board has not given the Superintendent notice of its intention to non-renew or terminate the Superintendent's Contract of Employment; the District will pay an amount equal to six percent (6%) of her gross compensation earned by the Superintendent pursuant to Paragraphs 4.1, 4.2 (c) and (d), 4.8 and, if applicable paragraphs and 4.2 (e) for the prior year of employment beginning with July 1, of such year, as a longevity/retention payment. The District will pay the accumulated Longevity Retention Payment to the Superintendent on the monthly payroll as a lump sum on the June payroll date of each applicable year. The Superintendent shall be entitled to no payment under this subparagraph unless all of the conditions set forth herein have been met. From the six percent (6) % so calculated the District shall deduct the ordinary and customary Federal payroll tax deductions.

4.12 Relocation Expenses. The District shall provide the Superintendent with five monthly payments of Five Thousand and No/100 Dollars ($5,000.00), to be paid beginning on August 10, 2021 and each month thereafter on the 10th of the month for five months through December 10, 2021, These five monthly payments include moving expenses and for relocation associated with relocation to the Community ISD. Furthermore, because the District expects the Superintendent to be in the District beginning August 9, 2021, these five monthly payments will

Superintendent's Personal Accounts other than the monthly payment to the Superintendent of the telecommunications allowance stated herein.

4.8 Texas Teacher Retirement System (TRS). The District shall supplement the Superintendent's annual salary, for performance of the Superintendent duties, by an amount equal to the Superintendent's portion of the monthly member contribution to TRS for the term of this Contract, including any extensions. This salary supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

4.9 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at, and participation in, appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources and encourage the participation of the Superintendent in pertinent 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 for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent to attend such seminars, courses or meetings. The District agrees to provide in the District's budget during the term of this Contract, for the benefit of the Superintendent, a professional development budget per Contract year to be used for registration, travel, meals, lodging, and other related expenses. The Superintendent shall comply with all policies, procedures and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators and one other membership that the Board approves and determines is necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense

also assist the Superintendent with temporary housing until such time as she is able to establish a residence within the District.

V. Annual Performance Goals and Review of Performance

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job descriptions, Board policies, lawful Board directives, and to the adopted annual District and Superintendent goals.

5.2 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.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V. of this Contract, the Board's policies, and state and federal law. 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. 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, 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.

VI. Termination, Nonrenewal, Suspension or Resignation of Employment Contract

6.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than the 10th day before the

last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

6.2 Suspension. In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

6.3 Mutual Agreement. This Contract shall 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. Any amendment to this Contract must be in writing and agreed upon by the Parties.

6.4 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

6.5 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.

6.6 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of this Contract for good cause. The term "good cause" shall include, but not be limited to the following:

a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;

b) Incompetency 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 consists of conduct determined by the Board to not conform 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) Criminal 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;

q) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit;

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

6.7 Termination Procedure. 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, state and federal law.

VII. Miscellaneous

7.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Collin County, Texas. Venue for any legal proceeding under this Contract shall be in state district court in Collin County, Texas, unless a different venue is mandatory under the provisions of the Texas Education Code.

7.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

7.3 **Conflicts.** In the event of any conflict between the terms, conditions and provisions of this 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.

7.4 **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. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

7.5 **Legal Representation.** Both 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.

7.6 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

7.7 **Multiple Originals.** This Contract is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

VIII. Notices

8.1 To Superintendent. The Superintendent agrees to keep a current address on file with the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice by delivering the notice through hand-delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

8.2 To Board. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Board President and Vice President's addresses of record, as provided to the District.

EXECUTED this 8/09 day of August, 2021.

COMMUNITY INDEPENDENT SCHOOL DISTRICT

By: _____
Randy McCuistion, President

ATTEST:

_____
Jeff Pendill, Secretary

By: Tonya Knowlton
Dr. Tonya Knowlton, Superintendent

403(b) Salary Reduction Agreement

First Financial Administrators, Inc.

First Financial Administrators, Inc.
First in Service and Expertise

EMPLOYEE INFORMATION (Please Print)

FIRST NAME	MI	LAST NAME	SSN
Tonya		Knowlton	[redacted]

ADDRESS (PO Box if applicable)	CITY	STATE	ZIP
[redacted]	Lavon	TX	75166

DOB	EMPLOYEE EMAIL ADDRESS	HOME PHONE	WORK PHONE
05/11/1971		[redacted]	

EMPLOYER (List Full Name)	CAMPUS CODE/ID NUMBER	ANNUAL SALARY	NUMBER OF PAY PERIODS (Per Year - Check One)
Community ISD		180,000	☐10 ☑12 ☐24 ☐Other____

DEDUCTION 1

Start or modify an existing deduction. Roth 403(b) – make sure this is an option in your employer plan prior to selecting.

- ☑ NEW/RESUME
- ☐ CHANGE EXISTING
- ☐ STOP CONTRIBUTION
- ☐ HARDSHIP REQUEST - STOP DEDUCTION

☑ 403(b) ☐ Roth 403(b)

PROVIDER COMPANY NAME: National Life Group

ACCOUNT # (Required For New Enrollments)

START DATE: or ☑ NEXT PAY PERIOD

MONTHLY REDUCTION AMOUNT $ 400.00 | PER PAY PERIOD AMOUNT $ 400.00

DEDUCTION 2

Start or modify an existing deduction. Roth 403(b) – make sure this is an option in your employer plan prior to selecting.

- ☐ NEW/RESUME
- ☐ CHANGE EXISTING
- ☐ STOP CONTRIBUTION
- ☐ HARDSHIP REQUEST - STOP DEDUCTION

☐ 403(b) ☐ Roth 403(b)

PROVIDER COMPANY NAME

ACCOUNT # (Required For New Enrollments)

START DATE: or ☐ NEXT PAY PERIOD

MONTHLY REDUCTION AMOUNT $ | PER PAY PERIOD AMOUNT $

DEDUCTION 3

Start or modify an existing deduction. Roth 403(b) – make sure this is an option in your employer plan prior to selecting.

- ☐ NEW/RESUME
- ☐ CHANGE EXISTING
- ☐ STOP CONTRIBUTION
- ☐ HARDSHIP REQUEST - STOP DEDUCTION

☐ 403(b) ☐ Roth 403(b)

PROVIDER COMPANY NAME

ACCOUNT # (Required For New Enrollments)

START DATE: or ☐ NEXT PAY PERIOD

MONTHLY REDUCTION AMOUNT $ | PER PAY PERIOD AMOUNT $

Qualifications

- Retirement,
- Disability,
- Severance from employment,
- Death,
- Hardship or
- Age 59 ½.

I understand and agree to the following:

1. This Salary Reduction Agreement is an agreement between my employer and me which I have entered into voluntarily in order for my employer to reduce my salary.
2. This agreement is legally binding and irrevocable while employment continues, provided however, that either party may change or terminate this agreement by giving notice in writing at least 30 days prior to the effective date of such change or termination.
3. This form needs to be completed for any changes to my 403(b) account.
4. I have read and understand the information contained on page 2 of this agreement.
5. THIS AGREEMENT SUPERSEDES ALL PRIOR SALARY REDUCTION AGREEMENTS AND SHALL AUTOMATICALLY TERMINATE IF MY EMPLOYMENT IS TERMINATED. ONLY THE CONTRIBUTIONS TO THE COMPANIES SHOWN ON THIS FORM WILL BE CONTINUED AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

SIGNATURE (REQUIRED)

EMPLOYEE SIGNATURE: Tonya Knowlton DATE 9-20-21

AGENT NAME (Please Print): Rory Alexander EMAIL ralex_pbg@hotmail.com PHONE 903-754-0976

AGENT SIGNATURE: Rory Alexander DATE

National Life Group®

Life Insurance Company of the Southwest™

403(b) Employer Change Request

403(b) Regulations require 403(b) policies to be governed by the terms of an Employer's 403(b) Plan.

National Life Group/Life Insurance Company of the Southwest received an indication that you have changed employers.

Before contributions from your new employer can be applied to your existing policy, it will require you to transfer/rollover the existing balance of your account out of your previous employer's plan and into your new employer's plan.

(Note: Please contact your current employer or it's plan administrator website for instructions on how to obtain their approval for this request.)

Participant Authorization

Participant Name: TONYA KNOWLTON

Policy/Certificate Number: [redacted]

Last 4 digits of Social Security Number: 6110

Te[redacted]

Mailing Address: (Street, City, State & Zip Code)

* [redacted]

LAVON, TX 75166

I hereby request the following: *(Select only one)*

☒ Transfer/Rollover my account (after defaulted loan(s) paid, if any) to my current employer's Plan. If the Plan allows, the balance under my previous employer's Plan can be co-mingled. I certify that I am no longer employed with: LEXINGTON ISD (Name of employer)
(i.e. I do not want the balance in a separate account.)

☐ Transfer/Rollover my account (after defaulted loan(s) paid, if any) to my current employer's Plan. I do want the balance under my previous employer's Plan in a separate account. I certify that I am no longer employed with: _____ (Name of employer)
(This will require a new policy, please have my agent contact me.)

☐ I do not want to change the employer on my existing policy. Please have my agent contact me about other options.

→X Participant's Signature: Tonya Knowlton Date: 9-20-21

Current Employer's Approval

Name of Employer: COMMUNITY ISD

Plan Administrator: FIRST FINANCIAL GROUP

This request is hereby approved as follows in accordance with Plan Provisions: *(Select only one)*

☐ Plan-to-Plan Transfer - 1099-R form will not be generated. Plan administrator is responsible for applying the more restrictive distributable events of the Plans.

☐ Plan-to-Plan Rollover - 1099-R form will be generated. This is a reportable, but not taxable event.

☐ Plan-to-Plan Rollover - 1099-R form will be generated. This is a reportable, but not taxable event. Plan does not allow co-mingling. Account balance is required to be held in a separate account.

Plan Administrator's Signature: _____ Title: _____ Date: _____

National Life Group® is a trade name representing various affiliates, which offer a variety of financial service products.

P: 800-732-8939 | F: 214-638-9162 | Imaging@NationalLifeGroup.com | www.NationalLifeGroup.com
Centralized Mailing Address: One National Life Drive, Montpelier, VT 05604-5555 | Home Office: Addison, TX

COMMUNITY INDEPENDENT SCHOOL DISTRICT
SUPERINTEDENT EMPLOYMENT CONTRACT

This Superintendent Employment Contract ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the COMMUNITY INDEPENDENT SCHOOL DISTRICT (the "District") and DR. TONYA KNOWLTON (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Sections 11.201(b) and Chapter21, Subchapter E of the Texas Education Code do hereby agree as follows:

I. Term

1.1 Employment. 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 the District for a term of three (3) years commencing on July 1, 2022, and ending on June 30, 2025. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

1.2 No Right to 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 interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

2.1 Duties. The Superintendent is the chief executive and instructional leader of the District and shall faithfully perform the duties of the 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 lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. 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. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval and consistent with Board policy and state and federal law. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of

the Superintendent to organize, reorganize and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, still and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

2.2 Professional Certification and Records. This Contract is conditioned on the Superintendent's providing the necessary certification and experience records and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Contract void. Any conscious misrepresentation by the Superintendent relative to necessary certification and experience records, and other records required for the personnel files or payroll purposes may be grounds for dismissal.

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

2.4 Board Meetings. The Superintendent shall attend, and be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's performance and/or evaluation, or when the Board is acting in its capacity as a tribunal, to consider interpersonal relationships between individual Board members, or at any other time as determined by the Board.

2.5 Criticisms, Complaints, and Suggestions. 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 refer such matter(s) to the appropriate District employee for investigation or investigate such matter(s) and inform the entire Board of the results of such action or, refer such matter(s) to the appropriate complaint resolution procedure as established by District Board policies. Provided, however, nothing herein shall be construed to

prevent the right of a District employee to communicate directly with a Board member pursuant to Board policy and law. The Board retains the right to receive and address 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, then the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

2.6 Nepotism. With the exception of any individuals already employed for the statutorily-allowed time periods by the District as of the date of this Contract, the District will not employ, and the Superintendent will not recommend for employment, any individual related to the Superintendent within any prohibited degree under the Texas nepotism law, regardless of whether or not the nepotism law applies to the Superintendent.

2.7 Consulting or Personal Services. During the term of this Contract, the Superintendent will not provide any personal services for a financial benefit, engage in any consulting activities for a fee, or engage in any outside employment for any business entity that conducts or solicits business with the District. Any financial benefit received by the Superintendent for performing personal services for any other entity must receive prior Board approval, on a case-by-case basis. The Superintendent will comply with all federal and state laws and regulations and District policies, rules, and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract. Any such consulting or personal services shall not conflict or interfere with the Superintendent's professional responsibilities to the District and shall be performed during the workdays only to the extent that the Superintendent has available vacation or personal leave days to cover her absences. The Board has sole authority to determine whether the consulting or personal services conflict with the Superintendent's duties to the District.

2.8 Residence. The District requires the Superintendent to maintain a residence in the District while employed as the Superintendent and shall give the Superintendent six (6) months to establish residency within the District.

III. Representations

The Superintendent makes the following representations:

3.1 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) if required by the District, TEA, 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.

3.2 During Contract. The Superintendent also agrees that, during the term 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 seven (7) calendar days of the event or any shorter period specified in Board policy.

3.3 False Statements and Misrepresentations. The Superintendent represents that any records or information provided in connection with her employment application are true and correct. Any 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.

IV. Compensation

4.1 Salary. The District shall provide the Superintendent with an annual salary, the amount of which shall be approved in the annual budget. This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies. This Contract begins before the adoption of the next budget and the annual base salary shall be in the sum of Two Hundred Fifty Thousand and No/00) Dollars ($250,000).

4.2 Salary Adjustments. At any time during the term of this Contract the Board may, in its 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 Section 4.1 of this Contract. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract. The requirements of a mutual agreement or a written addendum or new contract are not applicable if the reduction in salary is made pursuant to and in accordance with the provisions of either Section 21.4021 or 21.4032 of the Texas Education Code.

4.3 Widespread Salary Reduction. If the Board implements a widespread salary reduction under Texas Education Code Section 21.4023, 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.

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

4.5 Annual Compensation Increases. Beginning with the 2022/2023 school budget year and continuing thereafter for each succeeding school budget year for which this contract is effective, the Superintendent shall, effective as of July 1, of each year of this Agreement, be entitled to receive an increase in the Superintendent's July 1 of such year Base Salary, equal to the average percentage teacher pay raise applicable to the District teacher for the upcoming school year.

4.6 Eligibility for Stipends. The Superintendent shall also, when eligible under Board-adopted criteria, be paid the same amount of any one-time payments and stipends to the District's staff as approved by the Board.

4.7 Business Expenses. The District shall pay or reimburse the Superintendent for reasonable business expenses incurred by the Superintendent in the continuing performance of her duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for District-related travel, subject to the provisions of 4.6 below. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, and rental car expenses incurred in the performance of the business of the District but shall not include alcohol or entertainment expenses (unless the entertainment expenses are pre-approved by the Board). The Superintendent shall comply with all policies, procedures, and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors.

4.8 Insurance. The District shall pay the premiums for health, hospitalization, and dental and vision insurance for the Superintendent pursuant to the group health plan provided by the District for all employees.

4.9 Vacation, Holidays, Sick Leave. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent shall be provided state and local leave days as provided for all employees in

the District. The leave days taken by the Superintendent will be taken at such time or times that will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall not be reimbursed for unused or lost vacation days at her daily rate.

4.10 Automobile Allowance. The District shall provide the Superintendent with an automobile allowance in the sum of Eight Hundred Dollars and No/100 ($800.00) per month. This allowance is paid in lieu of mileage expense reimbursement for the Superintendent's business travel in her personal vehicle to destinations within a seventy-five (75) mile radius from the District Administration Building. The Superintendent must use the vehicle allowance to cover the cost of a vehicle, insurance, repair, maintenance, fuel, and other expenses associated with the vehicle. The Superintendent may select the vehicle of her choice. The Superintendent shall purchase District-approved liability insurance coverage for the vehicle in an amount acceptable to the board. The Superintendent may use the vehicle for business and personal purposes.

4.11 Telecommunications. In addition to the base compensation reflected in Section 4.1, the Superintendent shall receive a Two Hundred and No/100 Dollar ($200.00) allowance per month during the Superintendent's employment with the District to cover the reasonable and necessary costs of telecommunication access such as mobile phone service and internet access. The Superintendent shall maintain a personal account for mobile telephone service and home internet access ("Personal Accounts") and shall not open any home account in the name of the District. The Superintendent shall have total responsibility for payment of her Personal Accounts and the District shall have no obligation or responsibility for payment of the Superintendent's Personal Accounts other than the monthly payment to the Superintendent of the telecommunications allowance stated herein.

4.12 Texas Teacher Retirement System (TRS). The District shall supplement the Superintendent's annual salary, for performance of the Superintendent duties, by an amount equal to the Superintendent's portion of the monthly member contribution to TRS for the term of this Contract, including any extensions. This salary supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

4.13 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board,

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however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at, and participation in, appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources and encourage the participation of the Superintendent in pertinent 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 for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent to attend such seminars, courses, or meetings. The District agrees to provide in the District's budget during the term of this Contract, for the benefit of the Superintendent, a professional development budget per Contract year to be used for registration, travel, meals, lodging, and other related expenses. The Superintendent shall comply with all policies, procedures, and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators and one other membership that the Board approves and determines is necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership. The Superintendent shall notify the Board President when she intends to be out of the District traveling on District business or vacation. The Superintendent is required to attend the training and professional development as deemed necessary by the Board and Superintendent for the Team of 8.

4.14 Civic Activities Allowance. The Superintendent is encouraged to participate in community and civic affairs. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District shall pay to the Superintendent a monthly allowance of Two Thousand and No/100 Dollars ($2,000.00) to be used for civic activities.

V. Annual Performance Goals and Review of Performance

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job descriptions, Board policies, lawful Board directives, and to the adopted annual District and Superintendent goals.

5.2 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.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V. of this Contract, the Board's policies, and state and federal law. 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. 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, 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.

VI. Termination, Nonrenewal, Suspension or Resignation of Employment Contract

6.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than the 10 days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

6.2 Suspension. In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

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6.3 Mutual Agreement. This Contract shall 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. Any amendment to this Contract must be in writing and agreed upon by the Parties.

6.4 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

6.5 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.

6.6 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of this Contract for good cause. The term "good cause" shall include, but not be limited to the following:

a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;

b. Incompetency 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 consists of conduct determined by the Board to not conform 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. Criminal 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;

q. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit;

r. Any other reason constituting "good cause" under Texas law.

6.7 Termination Procedure. 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, state and federal law.

VII. Miscellaneous

7.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Collin County, Texas. Venue for any legal proceeding under this Contract shall be in state district court in Collin County, Texas, unless a different venue is mandatory under the provisions of the Texas Education Code.

7.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

7.3 Conflicts. In the event of any conflict between the terms, conditions and provisions of this 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.

7.4 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. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

7.5 Legal Representation. Both 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.

7.6 Paragraph Headings. The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

7.7 Multiple Originals. This Contract is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

VIII. Notices

8.1 To Superintendent. The Superintendent agrees to keep a current address on file with the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice by delivering the notice through hand delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

8.2 To Board. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Board President and Vice President's addresses of record, as provided to the District.

EXECUTED this 16TH day of FEBRUARY, 2022

COMMUNITY INDEPENDENT SCHOOL DISTRICT

BY:

Randy McCuistion, President

ATTEST:

Jeff Pendill, Secretary

By:

Dr. Tonya Knowlton, Superintendent

COMMUNITY INDEPENDENT SCHOOL DISTRICT
SUPERINTEDENT EMPLOYMENT CONTRACT

This Superintendent Employment Contract ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the COMMUNITY INDEPENDENT SCHOOL DISTRICT (the "District") and DR. TONYA KNOWLTON (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Sections 11.201(b) and Chapter21, Subchapter E of the Texas Education Code do hereby agree as follows:

I. Term

1.1 Employment. 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 the District for a term of five (5) years commencing on July 1, 2023, and ending on June 30, 2028. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

1.2 No Right to 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 interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

2.1 Duties. The Superintendent is the chief executive and instructional leader of the District and shall faithfully perform the duties of the 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 lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. 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. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval and consistent with Board policy and state and federal law. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of

the Superintendent to organize, reorganize and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, still and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

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2.4 Board Meetings. The Superintendent shall attend, and be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's performance and/or evaluation, or when the Board is acting in its capacity as a tribunal, to consider interpersonal relationships between individual Board members, or at any other time as determined by the Board.

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IV.2 Salary Adjustments. At any time during the term of this Contract the Board may, in its 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 Section 4.1 of this Contract. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract. The requirements of a mutual agreement or a written addendum or new contract are not applicable if the reduction in salary is made pursuant to and in accordance with the provisions of either Section 21.4021 or 21.4032 of the Texas Education Code.

IV.3 Widespread Salary Reduction. If the Board implements a widespread salary reduction under Texas Education Code Section 21.4023, 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.

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

4.5 Annual Compensation Increases. Beginning with the 2021-22 school budget year and continuing thereafter for each succeeding school budget year for which this contract is effective, the Superintendent shall, effective as of July 1, of each year of this Agreement, be entitled to receive an increase in the Superintendent's July 1 of such year Base Salary, equal to the average percentage teacher pay raise applicable to the District teacher for the upcoming school year.

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4.12 Texas Teacher Retirement System (TRS). The District shall supplement the Superintendent's annual salary, for performance of the Superintendent duties, by an amount equal to the Superintendent's portion of the monthly member contribution to TRS for the term of this Contract, including any extensions. This salary supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

4.13 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board,

however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at, and participation in, appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources and encourage the participation of the Superintendent in pertinent 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 for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent to attend such seminars, courses, or meetings. The District agrees to provide in the District's budget during the term of this Contract, for the benefit of the Superintendent, a professional development budget per Contract year to be used for registration, travel, meals, lodging, and other related expenses. The Superintendent shall comply with all policies, procedures, and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators and one other membership that the Board approves and determines is necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership. The Superintendent shall notify the Board President when she intends to be out of the District traveling on District business or vacation. The Superintendent is required to attend the training and professional development as deemed necessary by the Board and Superintendent for the Team of 8.

4.14 Civic Activities Allowance. The Superintendent is encouraged to participate in community and civic affairs. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District shall pay to the Superintendent a monthly allowance of Two Thousand and No/100 Dollars ($2,000.00) to be used for civic activities.

V. Annual Performance Goals and Review of Performance

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job descriptions, Board policies, lawful Board directives, and to the adopted annual District and Superintendent goals.

5.2 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.

5.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V. of this Contract, the Board's policies, and state and federal law. 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. 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, 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.

VI. Termination, Nonrenewal, Suspension or Resignation of Employment Contract

6.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than the 10 days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

6.2 Suspension. In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

6.3 Mutual Agreement. This Contract shall 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. Any amendment to this Contract must be in writing and agreed upon by the Parties.

6.4 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

6.5 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.

6.6 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of this Contract for good cause. The term "good cause" shall include, but not be limited to the following:

a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;

b. Incompetency 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 consists of conduct determined by the Board to not conform 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. Criminal 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;

q. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit;

r. Any other reason constituting "good cause" under Texas law.

6.7 Termination Procedure. 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, state and federal law.

VII. Miscellaneous

7.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Collin County, Texas. Venue for any legal proceeding under this Contract shall be in state district court in Collin County, Texas, unless a different venue is mandatory under the provisions of the Texas Education Code.

7.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

7.3 Conflicts. In the event of any conflict between the terms, conditions and provisions of this 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.

7.4 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. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

7.5 Legal Representation. Both 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.

7.6 Paragraph Headings. The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

7.7 Multiple Originals. This Contract is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

VIII. Notices

8.1 To Superintendent. The Superintendent agrees to keep a current address on file with the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice by delivering the notice through hand delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

8.2 To Board. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Board President and Vice President's addresses of record, as provided to the District.

EXECUTED this 27 day of January, 2023

COMMUNITY INDEPENDENT SCHOOL DISTRICT

BY:

Randy McCuistion, President

ATTEST:

Jeff Pendill, Secretary

By:

Dr. Tonya Knowlton, Superintendent

COMMUNITY INDEPENDENT SCHOOL DISTRICT
SUPERINTEDENT EMPLOYMENT CONTRACT

This Superintendent Employment Contract ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the COMMUNITY INDEPENDENT SCHOOL DISTRICT (the "District") and DR. TONYA KNOWLTON (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Sections 11.201(b) and Chapter21, Subchapter E of the Texas Education Code do hereby agree as follows:

I. Term

I.1 Employment. 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 the District for a term of five (5) years commencing on July 1, 2024, and ending on June 30, 2029. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

I.2 No Right to 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 interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

II.1 Duties. The Superintendent is the chief executive and instructional leader of the District and shall faithfully perform the duties of the 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 lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. 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. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval and consistent with Board policy and state and federal law. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty

of the Superintendent to organize, reorganize and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, still and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

II.2 Professional Certification and Records. This Contract is conditioned on the Superintendent's providing the necessary certification and experience records and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Contract void. Any conscious misrepresentation by the Superintendent relative to necessary certification and experience records, and other records required for the personnel files or payroll purposes may be grounds for dismissal.

II.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

II.4 Board Meetings. The Superintendent shall attend, and be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's performance and/or evaluation, or when the Board is acting in its capacity as a tribunal, to consider interpersonal relationships between individual Board members, or at any other time as determined by the Board.

II.5 Criticisms, Complaints, and Suggestions. 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 refer such matter(s) to the appropriate District employee for investigation or investigate such matter(s) and inform the entire Board of the results of such action or, refer such matter(s) to the appropriate complaint resolution procedure as established by District Board policies. Provided, however, nothing herein shall be

construed to prevent the right of a District employee to communicate directly with a Board member pursuant to Board policy and law. The Board retains the right to receive and address 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, then the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

II.6 Nepotism. With the exception of any individuals already employed for the statutorily-allowed time periods by the District as of the date of this Contract, the District will not employ, and the Superintendent will not recommend for employment, any individual related to the Superintendent within any prohibited degree under the Texas nepotism law, regardless of whether or not the nepotism law applies to the Superintendent.

II.7 Consulting or Personal Services. During the term of this Contract, the Superintendent will not provide any personal services for a financial benefit, engage in any consulting activities for a fee, or engage in any outside employment for any business entity that conducts or solicits business with the District. Any financial benefit received by the Superintendent for performing personal services for any other entity must receive prior Board approval, on a case-by-case basis. The Superintendent will comply with all federal and state laws and regulations and District policies, rules, and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract. Any such consulting or personal services shall not conflict or interfere with the Superintendent's professional responsibilities to the District and shall be performed during the workdays only to the extent that the Superintendent has available vacation or personal leave days to cover her absences. The Board has sole authority to determine whether the consulting or personal services conflict with the Superintendent's duties to the District.

II.8 Residence. The District requires the Superintendent to maintain a residence in the District while employed as the Superintendent and shall give the Superintendent six (6) months to establish residency within the District.

III. Representations

The Superintendent makes the following representations:

III.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) if required by the District, TEA, 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.

III.2 During Contract. The Superintendent also agrees that, during the term 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 seven (7) calendar days of the event or any shorter period specified in Board policy.

III.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 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.

IV. Compensation

IV.1 Salary. The District shall provide the Superintendent with an annual salary, the amount of which shall be approved in the annual budget. This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies. This Contract begins before the adoption of the next budget and the annual base salary shall be in the sum of Two Hundred Seventy-Five Thousand Seven Hundred and Eighty-Three and No/00) Dollars ($275,783).

IV.2 Salary Adjustments. At any time during the term of this Contract the Board may, in its 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 Section 4.1 of this Contract. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract. The requirements of a mutual agreement or a written addendum or new contract are not applicable if the reduction in salary is made pursuant to and in accordance with the provisions of either Section 21.4021 or 21.4032 of the Texas Education Code.

IV.3 Widespread Salary Reduction. If the Board implements a widespread salary reduction under Texas Education Code Section 21.4023, 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.

IV.4 Furlough. If the Board implements a furlough under Texas Education Code Section 21.4021, the Superintendent shall be furloughed for the same number of days other contract personnel and the Superintendent's salary shall be reduced in proportion to the same number of furlough days.

IV.5 Annual Compensation Increases. Beginning with the 2024-25 school budget year and continuing thereafter for each succeeding school budget year for which this contract is effective, the Superintendent shall, effective as of July 1, of each year of this Agreement, be entitled to receive an increase in the Superintendent's Base Salary, as it exists as of July 1 of that year, equal to the average percentage teacher pay raise applicable to the District teacher for the upcoming school year.

IV.6 Eligibility for Stipends. The Superintendent shall also, when eligible under Board-adopted criteria, be paid the same amount of any one-time payments and stipends to the District's staff as approved by the Board.

IV.7 Business Expenses. The District shall pay or reimburse the Superintendent for reasonable business expenses incurred by the Superintendent in the continuing performance of her duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for District-related travel, subject to the provisions of 4.6 below. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, and rental car expenses incurred in the performance of the business of the District but shall not include alcohol or entertainment expenses (unless the entertainment expenses are pre-approved by the Board). The Superintendent shall comply with all policies, procedures, and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors.

IV.8 Insurance. The District shall pay the premiums for health, hospitalization, and dental and vision insurance for the Superintendent pursuant to the group health plan provided by the District for all employees.

IV.9 Vacation, Holidays, Sick Leave. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent shall be provided state and local leave days as provided for all employees in

the District. The leave days taken by the Superintendent will be taken at such time or times that will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall not be reimbursed for unused or lost vacation days at her daily rate.

IV.10 Longevity Pay. In order to encourage continuity of leadership in the District, the District wishes to provide additional compensation to the Superintendent as a reward for reaching certain longevity goals. This longevity payment shall be made as follows:

(a) For each preceding contract year of service with the District, the District shall supplement the Superintendent's monthly salary by 5% of the Superintendent's annual salary and shall be paid to the Superintendent by regular payroll installments for twelve months, starting on July 1, 2024 and such payments shall be reported as creditable compensation to TRS.

IV.11 Texas Teacher Retirement System (TRS). The District shall supplement the Superintendent's annual salary, for performance of the Superintendent duties, by an amount equal to the Superintendent's portion of the monthly member contribution to TRS for the term of this Contract, including any extensions. This salary supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

IV.12 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at, and participation in, appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources and encourage the participation of the Superintendent in pertinent 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 for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent to attend such seminars, courses, or meetings. The District agrees to

provide in the District's budget during the term of this Contract, for the benefit of the Superintendent, a professional development budget per Contract year to be used for registration, travel, meals, lodging, and other related expenses. The Superintendent shall comply with all policies, procedures, and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators and one other membership that the Board approves and determines is necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership. The Superintendent shall notify the Board President when she intends to be out of the District traveling on District business or vacation. The Superintendent is required to attend the training and professional development as deemed necessary by the Board and Superintendent for the Team of 8.

IV.13 Civic Activities Allowance. The Superintendent is encouraged to participate in community and civic affairs. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District shall pay to the Superintendent a monthly allowance of Two Thousand and No/100 Dollars ($2,000.00) to be used for civic activities.

V. Annual Performance Goals and Review of Performance

V.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job descriptions, Board policies, lawful Board directives, and to the adopted annual District and Superintendent goals.

V.2 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.

V.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V. of this Contract, the Board's policies, and state and federal law. 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. 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, 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.

VI. Termination, Nonrenewal, Suspension or Resignation of Employment Contract

VI.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than the 10 days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

VI.2 Suspension. In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

VI.3 Mutual Agreement. This Contract shall 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. Any amendment to this Contract must be in writing and agreed upon by the Parties.

VI.4 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

VI.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.

VI.6 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of this Contract for good cause. The term "good cause" shall include, but not be limited to the following:

a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;

b. Incompetency 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 consists of conduct determined by the Board to not conform 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. Criminal 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;

q. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit;

r. Any other reason constituting "good cause" under Texas law.

VI.7 Termination Procedure. 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, state and federal law.

VII. Miscellaneous

VII.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Collin County, Texas. Venue for any legal proceeding under this Contract shall be in state district court in Collin County, Texas, unless a different venue is mandatory under the provisions of the Texas Education Code.

VII.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

VII.3 Conflicts. In the event of any conflict between the terms, conditions and provisions of this 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.

VII.4 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. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

VII.5 Legal Representation. Both 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.

VII.6 Paragraph Headings. The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

VII.7 Multiple Originals. This Contract is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

VIII. Notices

VIII.1 To Superintendent. The Superintendent agrees to keep a current address on file with the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice by delivering the notice through hand delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

VIII.2 To Board. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Board President and Vice President's addresses of record, as provided to the District.

EXECUTED this 24 day of June, 2024

COMMUNITY INDEPENDENT SCHOOL DISTRICT

BY: _____
Jeff Pendill, President

ATTEST:
_____
Jana Hunter, Secretary

By: _____
Dr. Tonya Knowlton, Superintendent

COMMUNITY INDEPENDENT SCHOOL DISTRICT
SUPERINTEDENT EMPLOYMENT CONTRACT

This Superintendent Employment Contract ("Contract") is made and entered into by and between the Board of Trustees (the "Board") of the COMMUNITY INDEPENDENT SCHOOL DISTRICT (the "District") and DR. TONYA KNOWLTON (the "Superintendent").

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

I. Term

I.1 Employment. 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 the District for a term of five (5) years commencing on July 1, 2025, and ending on June 30, 2030. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

I.2 No Right to 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 interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

II.1 Duties. The Superintendent is the chief executive and instructional leader of the District and shall faithfully perform the duties of the 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 lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended. 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. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval and consistent with Board policy and state and federal law. It shall be the further duty of the Superintendent to employ all other personnel consistent with the Board policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District

consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, still and expertise. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

II.2 Professional Certification and Records. This Contract is conditioned on the Superintendent's providing the necessary certification and experience records and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Contract void. Any conscious misrepresentation by the Superintendent relative to necessary certification and experience records, and other records required for the personnel files or payroll purposes may be grounds for dismissal.

II.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.

II.4 Board Meetings. The Superintendent shall attend, and be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's salary and benefits as set forth in this Contract, or the Superintendent's performance and/or evaluation, or when the Board is acting in its capacity as a tribunal, to consider interpersonal relationships between individual Board members, or at any other time as determined by the Board.

II.5 Criticisms, Complaints, and Suggestions. 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 refer such matter(s) to the appropriate District employee for investigation or investigate such matter(s) and inform the entire Board of the results of such action or, refer such matter(s) to the appropriate complaint resolution procedure as established by District Board policies. Provided, however, nothing herein shall be construed to prevent the right of a District employee to communicate directly with a Board member pursuant to Board policy and law. The Board retains the right to receive and address 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,

then the Superintendent shall refer the complaint to the next most senior non-implicated Board officer or, if necessary, Board member.

II.6 Nepotism. With the exception of any individuals already employed for the statutorily-allowed time periods by the District as of the date of this Contract, the District will not employ, and the Superintendent will not recommend for employment, any individual related to the Superintendent within any prohibited degree under the Texas nepotism law, regardless of whether or not the nepotism law applies to the Superintendent.

II.7 Consulting or Personal Services. During the term of this Contract, the Superintendent will not provide any personal services for a financial benefit, engage in any consulting activities for a fee, or engage in any outside employment for any business entity that conducts or solicits business with the District. Any financial benefit received by the Superintendent for performing personal services for any other entity must receive prior Board approval, on a case-by-case basis. The Superintendent will comply with all federal and state laws and regulations and District policies, rules, and regulations regarding conflict of interest and fraud as they exist or may hereafter be amended or adopted during the term of this Contract. Any such consulting or personal services shall not conflict or interfere with the Superintendent's professional responsibilities to the District and shall be performed during the workdays only to the extent that the Superintendent has available vacation or personal leave days to cover her absences. The Board has sole authority to determine whether the consulting or personal services conflict with the Superintendent's duties to the District.

II.8 Residence. The District requires the Superintendent to maintain a residence in the District while employed as the Superintendent and shall give the Superintendent six (6) months to establish residency within the District.

III. Representations

The Superintendent makes the following representations:

III.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) if required by the District, TEA, 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.

III.2 During Contract. The Superintendent also agrees that, during the term 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 seven (7) calendar days of the event or any shorter period specified in Board policy.

III.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 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.

IV. Compensation

IV.1 Salary. The District shall provide the Superintendent with an annual salary, the amount of which shall be approved in the annual budget. This annual salary shall be paid to the Superintendent in equal installments consistent with the Board's policies. This Contract begins before the adoption of the next budget and the annual base salary shall be in the sum of Two Hundred Seventy-Five Thousand Seven Hundred and Eighty-Three and No/00) Dollars ($275,783).

IV.2 Salary Adjustments. At any time during the term of this Contract the Board may, in its 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 Section 4.1 of this Contract. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract. The requirements of a mutual agreement or a written addendum or new contract are not applicable if the reduction in salary is made pursuant to and in accordance with the provisions of either Section 21.4021 or 21.4032 of the Texas Education Code.

IV.3 Widespread Salary Reduction. If the Board implements a widespread salary reduction under Texas Education Code Section 21.4023, 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.

IV.4 Furlough. If the Board implements a furlough under Texas Education Code Section 21.4021, the Superintendent shall be furloughed for the same number of days other contract personnel and the Superintendent's salary shall be reduced in proportion to the same number of furlough days.

IV.5 Annual Compensation Increases. Beginning with the 2025-26 school budget year and continuing thereafter for each succeeding school budget year for which this contract is effective, the Superintendent shall, effective as of July 1, of each year of this Agreement, be entitled to receive

an increase in the Superintendent's Base Salary, as it exists as of July 1 of that year, equal to the average percentage teacher pay raise applicable to the District teacher for the upcoming school year.

IV.6 Eligibility for Stipends. The Superintendent shall also, when eligible under Board-adopted criteria, be paid the same amount of any one-time payments and stipends to the District's staff as approved by the Board.

IV.7 Business Expenses. The District shall pay or reimburse the Superintendent for reasonable business expenses incurred by the Superintendent in the continuing performance of her duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for District-related travel, subject to the provisions of 4.6 below. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, and rental car expenses incurred in the performance of the business of the District but shall not include alcohol or entertainment expenses (unless the entertainment expenses are pre-approved by the Board). The Superintendent shall comply with all policies, procedures, and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors.

IV.8 Insurance. The District shall pay the premiums for health, hospitalization, and dental and vision insurance for the Superintendent pursuant to the group health plan provided by the District for all employees.

IV.9 Vacation, Holidays, Sick Leave. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent shall be provided state and local leave days as provided for all employees in the District. The leave days taken by the Superintendent will be taken at such time or times that will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall not be reimbursed for unused or lost vacation days at her daily rate.

IV.10 Longevity Pay. In order to encourage continuity of leadership in the District, the District wishes to provide additional compensation to the Superintendent as a reward for reaching certain longevity goals. This longevity payment shall be made as follows:

(a) For each preceding contract year of service with the District, the District shall supplement the Superintendent's monthly salary by 5% of the Superintendent's annual salary and shall

be paid to the Superintendent by regular payroll installments for twelve months, starting on July 1, 2025 and such payments shall be reported as creditable compensation to TRS.

IV.11 Texas Teacher Retirement System (TRS). The District shall supplement the Superintendent's annual salary, for performance of the Superintendent duties, by an amount equal to the Superintendent's portion of the monthly member contribution to TRS for the term of this Contract, including any extensions. This salary supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments and shall be reported as creditable compensation to TRS.

IV.12 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at, and participation in, appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources and encourage the participation of the Superintendent in pertinent 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 for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent to attend such seminars, courses, or meetings. The District agrees to provide in the District's budget during the term of this Contract, for the benefit of the Superintendent, a professional development budget per Contract year to be used for registration, travel, meals, lodging, and other related expenses. The Superintendent shall comply with all policies, procedures, and documentation requirements regarding these expenses in accordance with Board policies and established procedures, as required by the District's independent auditors, and/or state and federal laws and regulations regarding such business expenses, which shall be subject to review by the District's independent auditors. The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators and one other membership that the Board approves and determines is necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable cost and expense for such attendance and membership. The Superintendent

shall notify the Board President when she intends to be out of the District traveling on District business or vacation. The Superintendent is required to attend the training and professional development as deemed necessary by the Board and Superintendent for the Team of 8.

IV.13 Civic Activities Allowance. The Superintendent is encouraged to participate in community and civic affairs. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District shall pay to the Superintendent a monthly allowance of Two Thousand and No/100 Dollars ($2,000.00) to be used for civic activities.

V. Annual Performance Goals and Review of Performance

V.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job descriptions, Board policies, lawful Board directives, and to the adopted annual District and Superintendent goals.

V.2 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.

V.3 Evaluation Format and Procedures. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V. of this Contract, the Board's policies, and state and federal law. 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. 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, 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.

VI. Termination, Nonrenewal, Suspension or Resignation of Employment Contract

VI.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law. Notwithstanding anything to the contrary in Section 21.212(a) of the Texas Education Code, the Superintendent shall be entitled to written notice, containing reasonable notice of the reason for the proposed nonrenewal, not later than the 10 days before the last day of the contract term, containing reasonable notice of the reason(s) for the proposed nonrenewal of the Superintendent's Contract with the District.

VI.2 Suspension. In accordance with Texas Education Code chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

VI.3 Mutual Agreement. This Contract shall 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. Any amendment to this Contract must be in writing and agreed upon by the Parties.

VI.4 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

VI.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.

VI.6 Dismissal for Good Cause. The Board may dismiss the Superintendent during the term of this Contract for good cause. The term "good cause" shall include, but not be limited to the following:

a. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;

b. Incompetency 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 consists of conduct determined by the Board to not conform 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. Criminal 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;

q. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit;

r. Any other reason constituting "good cause" under Texas law.

VI.7 Termination Procedure. 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, state and federal law.

VII. Miscellaneous

VII.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas, and shall be performable in Collin County, Texas. Venue for any legal proceeding under this Contract shall be in state district court in Collin County, Texas, unless a different venue is mandatory under the provisions of the Texas Education Code.

VII.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

VII.3 Conflicts. In the event of any conflict between the terms, conditions and provisions of this 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.

VII.4 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. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

VII.5 Legal Representation. Both 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.

VII.6 Paragraph Headings. The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

VII.7 Multiple Originals. This Contract is executed in two (2) originals, one for the Board and one for the Superintendent, each of which shall constitute but one and the same instrument.

VIII. Notices

VIII.1 To Superintendent. The Superintendent agrees to keep a current address on file with the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice by delivering the notice through hand delivery, certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

VIII.2 To Board. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand-

delivery, or by certified mail, regular mail, and/or express delivery service to the Board President and Vice President's addresses of record, as provided to the District.

EXECUTED this 21 day of April, 2025.

COMMUNITY INDEPENDENT SCHOOL DISTRICT

BY: _____
Jeff Pendill, President

ATTEST:

_____
Jana Hunter, Secretary

BY: _____
Dr. Tonya Knowlton, Superintendent