

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF §
TRAVIS §

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into effective the 9th day of December, 2025, by and between the Board of Trustees (the "Board") of the Eanes Independent School District (the "District") and Kirk Koennecke (the "Superintendent").

WITNESSETH:

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

I. TERM

1.1 **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of four (4) years, commencing on January 1, 2026, and ending December 31, 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.

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

II. EMPLOYMENT

2.1 **Duties of Superintendent.** The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as set out in Texas Education Code ("Education Code" or "TEC"), sections 11.201(d), 11.1512 and 11.1513, 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. Specifically, the duties of the Superintendent include:

- a) Assuming administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;

- b) Except as provided by Education Code section 11.202 (duties of principal), assuming administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of the District other than the Superintendent;
- c) Overseeing compliance with the standards for school facilities established by the Commissioner of Education under Education Code section 46.008;
- d) Initiating the termination or suspension of an employee or the nonrenewal of an employee's term contract;
- e) Managing the day-to-day operations of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of District operations;
- f) Preparing and submitting to the Board a proposed budget as provided by Education Code section 44.002 and rules adopted under that section, and administering the budget;
- g) Preparing recommendations for policies to be adopted by the Board and overseeing the implementation of adopted policies;
- h) Developing or causing to be developed appropriate administrative regulations to implement policies established by the Board;
- i) Providing leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators adopted under Education Code sections 39.053 and 39.301 and other indicators as may be adopted by the Commissioner or the Board;
- j) Organizing the District's central administration;
- k) Consulting with the District-level committee as required under Education Code section 11.252(f);
- l) Ensuring:
 - a. Adoption of a student code of conduct as required under Education Code section 37.001 and enforcement of that code of conduct; and
 - b. Adoption and enforcement of other student disciplinary rules and procedures as necessary;
- m) Submitting reports as required by state or federal law, rule, or regulation, and ensuring that a copy of any report required by federal law, rule, or regulation is also delivered to the Texas Education Agency;
- n) Providing joint leadership with the Board to ensure that the responsibilities of the Board and Superintendent team are carried out;
- o) Recommending the employment of personnel and employing certain personnel, consistent with TEC Section 11.1513 and Board Policy;
- p) Collaborating with the Board in accordance with TEC Section 11.1512; and
- q) Performing any other duties assigned by action of 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 state law, Board Policies, and the professional role and responsibility of the Superintendent.

2.2 Professional Certification. Superintendent does not hold a Texas superintendent certificate. This Contract is conditioned upon the District successfully obtaining the issuance of a waiver from the Texas Commissioner of Education for the Superintendent to act as a superintendent in accordance with the rules of the Texas Education Code and Texas Education Agency. Failure of the District to be able to successfully obtain a waiver shall render this Contract void. The Superintendent shall immediately pursue a valid certificate required to act as a superintendent in the state of Texas in accordance with the rules of the

Texas Education Code and Texas Education Agency. Within the time period of the superintendent certification waiver granted by the Commissioner, and in any event not later than twelve (12) months following execution of this Contract, Superintendent shall complete the requirements necessary for standard superintendent certification, obtain such certification, and provide proof of such to the Board President in writing. This Contract is conditioned on the Superintendent obtaining and providing valid and appropriate certification in the time prescribed above, or other waiver, permit, or authorization to act as a superintendent in the state of Texas as prescribed by laws of the state of Texas, including rules of the Texas Education Agency. Failure of the Superintendent to provide necessary certification in the time prescribed above shall render this Contract void.

2.3 Reassignment. The Superintendent is employed specifically and solely to perform the duties of Superintendent for the District and may not be reassigned from the position of Superintendent to any other position in the District except by mutual written agreement of the parties.

2.4 Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, except for those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide verbal or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting.

2.5 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention, by employees, students or members of the public, to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or (b) to the appropriate complaint resolution procedure as established by Board policies. Substantive complaints include, without limitation, allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the superintendent and/or administration. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer.

2.6 Indemnification. (a) To the extent it may be permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapters 101 and 102, the District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the fullest extent permitted by law ("Covered Claim(s)"). The term Covered Claim(s) excludes demands, claims, suits, actions, judgments, expenses and attorneys' fees: (1) where it is determined the Superintendent committed official misconduct or

committed a willful or wrongful act or omission constituting gross negligence, or acted in bad faith; (2) any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract or similar coverage, held by either the District or the Superintendent; (3) criminal investigations or criminal proceedings; and (4) actions or claims brought by the Board or District against the Superintendent including but not limited to, internal or external investigations conducted by the District or its appointed agents and expressly authorized by the Board. In addition, the District has no obligation to indemnify, defend, or hold the Superintendent harmless regarding any claims, demands, or other legal proceedings against the Superintendent if the Superintendent admits in writing or under oath, or is found by a Court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

(b) The District may fulfill its obligation to provide a legal defense by (i) purchasing appropriate insurance coverage for the benefit of the Superintendent, and/or (ii) including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District.

(c) During the term of this Contract, the Superintendent agrees to provide reasonable assistance to and cooperate with the District, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the District.

(d) No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation assumed by the District.

(e) The District and the Superintendent shall select the Superintendent's legal counsel for any Covered Claim(s) by agreement if such legal counsel is not also the District's counsel. If a legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel will depend on the terms of the applicable insurance contract or coverage.

(f) The District's obligations to defend, indemnify and hold the Superintendent harmless in this Section 2.6, and the Superintendent's agreement to cooperate in response to any legal proceedings or claims shall survive the termination of this Contract.

III. COMPENSATION, VACATION, AND BENEFITS

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of Three Hundred Twenty Five Thousand (\$325,000) predicated on 260 work days each year. For each year that this Contract is in effect beginning with the 2026-2027 school year, the Superintendent shall receive a minimum annual percentage raise in an amount equal to the percentage raise provided to full-time administrators for that school year. This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies. Further, the Superintendent will be entitled to reimbursement of the Medicare contribution in accordance with Medicare's limits (for the initial year: 1.45% up to \$200,000 and 2.35% over that amount) on his annual salary.

3.2 **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 3.1 of this Contract except by mutual agreement of the two parties or on a temporary basis in accordance with Section 21.4021 or Section 21.4032 of the Texas Education Code. Such adjustments, if any, shall be made pursuant to lawful Board action. Except for circumstances making a widespread salary reduction or furlough necessary, the parties agree to provide their best efforts and reasonable cooperation to execute a new contract or contract amendment incorporating the adjusted salary. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Texas Education Code Sections 21.4021 and/or 21.4032. Once the exigent financial conditions of the District making a widespread salary reduction necessary under Section 21.4032 of the Texas Education Code no longer exist, the Superintendent's annual salary shall return to the sum set forth in Section 3.1 of this Contract. If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

3.3 Vacation, Holiday and Personal Leave. The Superintendent shall observe the same legal holidays and receive the same sick leave and personal leave benefits and vacation as authorized by Board policies for administrative employees on 12-month contracts each year. The leave days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract.

3.4 Insurance. The District shall pay the premiums for health, dental and vision insurance coverage for the Superintendent pursuant to a group health care plan(s) provided by the District for its administrative employees and selected by the Superintendent, In the event this Section conflicts with applicable non-discrimination provisions of the Affordable Care Act ("ACA"), the amount of the premiums set forth herein will be converted to salary if in the sole discretion of the Board President such conversion is necessary to avoid any penalty. In addition, for the initial year this Contract is in effect, the District shall pay to the Superintendent on January 15, 2026, an amount equal to the HSA annual contribution single maximum. For each additional year this Contract is in effect, the District shall pay to the Superintendent on January 15 of each year an amount equal to the HSA annual contribution single maximum up to a six percent (6%) increase from the prior year in the single maximum.

3.5 Life Insurance. The District shall provide the Superintendent with a term life insurance policy in the amount of his annual salary. The District shall pay the premiums for the life insurance policy for the duration of this Contract. The life insurance policy shall be owned by the District on the life of the Superintendent, but the Superintendent shall have the sole right to determine the beneficiary under the policy.

3.6 Professional Growth/Civic Activities.

- (a) 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 shall 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 as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings.

- (b) The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent and provided the he does not receive a financial benefit. Prior to engaging in these activities, the Superintendent will notify the Board in writing of the activity; the Board will notify the Superintendent if the activity presents a conflict or interferes with the performance of his duties as Superintendent.

The District shall pay the Superintendent's membership dues in relevant professional organizations as well as reasonable and customary dues for membership in local civic and community organizations, with prior approval of the Board of Trustees.

3.7 Business Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for documented travel outside the District. Such actual or incidental costs may include, but are not limited to, documented mileage, parking, tolls, taxis, airfare, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board Policies.

3.8 Outside Consultant Activities. The Superintendent shall not serve as a consultant, teach at a university, or otherwise receive any financial benefit for speaking engagements, writing, teaching, or other professional duties and obligations outside the District.

3.9 Technology. The Superintendent shall maintain a personal account for mobile telephone service and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of such personal account and the District shall have no obligation or responsibility related to said mobile telephone account. The District shall provide the Superintendent with other technology devices for the Superintendent's professional and personal use, consistent with Board policy and District practices. The Superintendent understands that information stored in his/her cell phone, computer or other device is subject to public disclosure if such information is related to the public business of the District and/or to his duties as Superintendent.

3.10 Texas Teacher Retirement System. For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution (8.25%) to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This supplement shall not include TRS-Care parts of the TRS member contribution. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

3.11 Additional Retirement Plan. Annually during the term of this Contract, the District shall add to the Salary of the Superintendent the amount of \$50,000. ("Additional Salary"). One-twelfth of this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan that is (i) established by the District under Section 403(b) and/or Section 457(b) of the Code; and (ii) available to all TRS members employed by the District. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7) and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his/her discretion. The Superintendent shall always be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

3.12 Technology/Automobile Allowance. The Board shall provide the Superintendent with an automobile/technology allowance for-in District travel in the sum \$7800 for each year this contract is in effect to be paid annually on July 1 unless the Superintendent has submitted a resignation. For the time period of January 1 – June 30, 2026, such amount shall be prorated to \$3250 and paid on or before January 15, 2026. The Superintendent may not be reimbursed for gasoline or other automobile costs for in District travel.

3.13 Benefits. In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion. Benefits does not include stipends or incentives paid to other employees unless the Board specifically approves such stipend or incentive to include the Superintendent.

3.14 Moving/Relocation Expense—Reimbursement. In connection with the necessary relocation of the Superintendent and the Superintendent's family to the District, the District shall reimburse the Superintendent for necessary and reasonable expenses incurred in moving and relocating the Superintendent's family and belongings in an amount not to exceed \$10,000. The Superintendent shall document all moving and relocation expenses with receipts, cancelled checks or credit card statements, and the District shall reimburse the

Superintendent for all such documented expenses within thirty (30) days of the District's receipt of such documented expenses.

3.15 Transition Services. The Board encourages the Superintendent to spend days before the start date of this Contract in the District on orientation, planning, and other preparatory matters. Beginning November 19, 2025, the District shall compensate the Superintendent for such activities at his base salary daily rate based on a 260-day contract for actual days spent in the District. In addition, the District shall pay the Superintendent's actual expenses for travel, lodging and meals on each day the Superintendent travels to the District during the lone finalist and transition period for duties related to the Superintendent.

IV. ANNUAL PERFORMANCE GOALS

4.1 Development of Goals. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet biannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall, at all times, be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals.

V. REVIEW OF PERFORMANCE

5.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description and shall be based on the District's progress towards accomplishing the District Goals.

5.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall always 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 Board's policies, and applicable law, and agreement between the Board and Superintendent. If the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the

evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period to demonstrate such expected performance before being evaluated.

VI. EXTENSION OR NONRENEWAL OF EMPLOYMENT CONTRACT

6.1 **Extension/Nonrenewal.** Extension and/or nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

VII. TERMINATION OF EMPLOYMENT CONTRACT

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

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

7.3 **Dismissal for Good Cause.** The Board may dismiss the Superintendent during the term of the Contract for good cause. The term "good cause" is defined as the failure of the Superintendent to perform the duties in the scope of his employment that a person of ordinary prudence would have done under the same or similar circumstances, and includes, but is not necessarily limited to:

- (a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (c) Insubordination or failure to comply with lawful written Board directives;
- (d) Failure to comply with the Board's policies or the District's administrative regulations;
- (e) Neglect of duties;
- (f) Drunkenness or excessive use of alcoholic beverages;
- (g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- (h) Conviction of a felony or crime involving moral turpitude;
- (i) Failure to meet the District's standards of professional conduct;
- (j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;

- (l) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (m) Assault on an employee or student;
- (n) Knowingly falsifying records or documents related to the District's activities;
- (o) Conscious misrepresentation of facts to the Board or other District officials in the conduct of the District's business;
- (p) Failure to fulfill requirements for superintendent certification; or,
- (q) Any other reason constituting "good cause" under Texas law.

7.4 **Termination Procedure.** If the Board terminates or proposes to terminate this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

7.5 **Resignation of Superintendent.** 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 not later than the 45th day before the first day of instruction of the following year. The Superintendent may resign with the consent of the Board at any other time.

VIII. MISCELLANEOUS

8.2 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Travis County, Texas, unless otherwise provided by law.

8.3 **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. This Contract supersedes all prior agreements, contracts, and resolutions concerning employment of the Superintendent into one document. This Contract may only be amended by written instrument, executed by both parties.

8.4 **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.

8.5 **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.

8.6 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.

8.7 Authority. The Board President and Secretary have been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on December 9, 2025.

SIGNATURE PAGE TO FOLLOW

EANES INDEPENDENT SCHOOL DISTRICT

By: 
President, Board of Trustees

ATTEST:

By: 
Secretary, Board of Trustees

Executed this 9 day of December, 2025.

SUPERINTENDENT

By: 
Kirk Koennecke

Executed this 9 day of December, 2025.