

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS
COUNTY OF PARKER §

This Superintendent's Employment Contract ("Contract") is made and entered into effective as of August 1, 2025, by and between the Board of Trustees, (hereinafter referred to as the "BOARD") of the Millsap Independent School District (hereinafter referred to as the "DISTRICT"), and Harper Stewart (hereinafter referred to as the "SUPERINTENDENT").

W I T N E S S E T H:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. TERM OF EMPLOYMENT

The Board, by and on behalf of the District, does hereby employ the Superintendent under Section 21.201 et seq. of the Texas Education Code as Superintendent of the District, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term commencing on August 1, 2025, and ending on July 31, 2028. The District may, by action of the Board, and with the written consent and approval of the Superintendent, extend or renegotiate the Contract to a term permitted by state law. This Contract creates no property interest of any kind beyond the period of time stated in the Contract.

II. EMPLOYMENT

2.1 **Duties.** The Superintendent is the chief executive officer and educational leader of the District and shall 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, Board Policy, and applicable statutes, and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, and District policy, rules, and regulations as they exist or may hereafter amended. Specifically, and currently, the duties of the Superintendent include but are not limited to:

- 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 (principal authority to accept campus appointments), 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 adopted by the Commissioner of Education 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:
 - i. adoption of a student code of conduct as required under Education Code Section 37.001 and enforcement of that code of conduct; and
 - ii. 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 Education Code Section 11.1513 and Board Policy;
- p. Collaborating with the Board in accordance with Texas Education Code Section 11.1512; and,
- q. performing any other duties assigned by action of the Board.

The Superintendent shall perform his duties 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 Representations. The Superintendent makes the following representations:

- a) **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to preliminary and periodic reviews of his national criminal history record information (NCHRI), in accordance with law and Board policy, or if required by the Board, law, the Texas Education Agency or the State Board for Educator Certification. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.
- b) **During Contract:** The Superintendent also agrees that, during the term of this Contract, with the exception of routine traffic citations, 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 for a Class B misdemeanor or above. The Superintendent agrees to provide such notification in writing within three calendar days of the event.

- c) **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his employment application, certification, employment history, criminal history, and payroll and personnel records are true and correct. Any intentionally 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.

2.3 Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, and shall participate in the deliberations of the Board on all matters with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, the Superintendent's salary and benefits as set forth in the Contract and/or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, to address complaints against a Board member, when the Board is acting in its capacity as a tribunal, or at other times as reasonable determined appropriate by the Board President. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings at the Board President's discretion. Further, in accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide recommendation(s) and/or information as to each of the items of business considered at each Board meeting.

2.4 Board Committee Meetings. The Superintendent or the Superintendent's designee shall be an ex-officio member of all committees of the Board and shall attend all Board Committee Meetings and Board-authorized and approved citizen committee meetings. Further, the Superintendent shall have an opportunity to provide recommendation(s) and/or information as to each of the items of business considered at each 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 either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies.

2.6 Professional Certification. The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification or the Texas Education Agency and any other certificates required by law. The Superintendent shall maintain the required experience records and all other records required for professional or payroll purposes. If the Superintendent's certificate is cancelled, revoked, or voided, then this Contract is void and shall have no further purpose or effect.

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

2.8 Indemnification. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent as an employee of the District, acting within the course and scope of Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Superintendent committed official misconduct or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Superintendent. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel will depend on the terms of the applicable insurance contract. To the extent this Section 2.7 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.7 shall survive the termination of this Contract.

2.9 Cooperation. During the term of this Contract, the Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, the Board, its Trustees, agents, or employees, regardless of whether or not the Superintendent is named as a party. Contingent on the Superintendent's providing such full cooperation, the District shall reimburse the Superintendent for his reasonable, related expenses, including travel and lodging expenses. After termination of this Contract, the Superintendent agrees to provide assistance to and cooperate with the District, its Board, Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, lawsuit, action, or legal proceeding brought against the District, the Board, its Trustees, employees, or agents, arising from any acts or events alleged to have occurred during the term of the Superintendent's employment with the District, at no additional expense to the District other than reimbursement to the Superintendent of his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by the Superintendent by virtue of taking time off from his then-current employment to assist the District at its request. If the Superintendent is not employed at that time, then the District shall compensate the Superintendent at his daily rate under his most recent Contract with the District (calculated by dividing the annual salary by 226 days). Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor Superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance, but paid after the Superintendent has cooperated as requested. The Superintendent's availability and consultation, under the terms and conditions of this Section, will be subject to any request for consultation not interfering with the Superintendent's then-current employment. The Superintendent shall make reasonable efforts to accommodate the District's request for availability and consultation under this Section.

2.10 **Duties of Board/Governance.** The District is governed by the Board who, acting as a body corporate, (1) oversee the management of the District; and (2) ensure the Superintendent implements and monitors plans, procedures, programs, and systems to achieve appropriate, clearly defined and desired results in the major areas of District operations. Unless authorized by the Board, a member of the Board may not, individually, act on behalf of the Board. The Board may act only by majority vote of the members present at a meeting held in compliance with Chapter 551 of the Texas Government Code, at which a quorum of the Board is present and voting. The Board shall comply with state and federal law, District policy, rules, and regulations as they exist or may hereafter be amended

III. COMPENSATION

3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED SEVENTY-THREE THOUSAND AND 00/100 DOLLARS (\$173,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

3.2 **Salary Adjustments.** At any time during the term of this Contract, the Board may, 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 pursuant to Section 3.1 of this Contract. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

3.3 **Other Benefits**

3.3.1 **Moving Expenses.** The District shall pay or reimburse the Superintendent for reasonable moving expenses incurred, up to a maximum of \$9,000. This benefit shall be paid one time upon the presentation of invoices, receipts, or other proof of payment to the District for qualifying expenses incurred by the Superintendent.

3.3.2. **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 the reasons of District-related travel to destinations outside of Parker County; such costs may include, but are not limited to, gasoline, mileage, hotels and accommodations, meals, rental car and other expenses incurred in the performance of the business of the District.

3.3.3 **Vacations, Holiday, Sick Leave.** The Superintendent shall be privileged to take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such times or times as will least interfere with the performance of the Superintendent's duties as set forth in the Contract. Accrued but unused vacation days, up to a maximum of 10 days annually, shall accumulate and carry forward from year to year during the term of this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The term "legal holiday(s)" includes days

for which the District's central administration office is closed. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.

3.3.4 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 and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board shall also encourage the Superintendent's participation in pertinent education seminars and courses offered by public or private institutions or educational associations, as well as participation in activities that will enhance the Superintendent's capacity to fulfill the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent's professional growth, the District shall permit a reasonable amount of release time for the Superintendent, as deemed appropriate by the Superintendent and the Board, to attend seminars, courses, or meetings. The District shall pay the Superintendent's membership dues to the Texas Association of School Business Officials, Association for Supervision and Curriculum Development, American Association of School Administrators, and the Texas Association of School Administrators, as well as other memberships which the Superintendent and Board mutually agree are necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance or membership.

3.3.5 Civic Activities. The Superintendent is encouraged to participate in community and civic affairs, including Chamber of Commerce and civic clubs. The Board concludes that such participation will serve a legitimate purpose related to the District's educational mission. 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. 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 reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates, as well as related travel expenses outside of the District, subject to advance Board approval.

3.3.6 Outside Employment and Consultant Activities. The Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law. Any outside employment of the Superintendent requires Board approval in advance of accepting such employment. If approved, the Superintendent understands and agrees to use accrued vacation for periods of absence.

3.3.7 Technology Provision. 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 cell phone, computer, or other device is subject to public disclosure if such information is related to the public business of the School District or to his duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other device, whether such device is owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on such devices shall be deemed private and the Superintendent's sole property; provided it shall be the responsibility of the Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

3.3.8 Benefits. In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as specified in state law and Board policies for District employees. 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.

IV. PHYSICAL CONDITION AND DISABILITY

4.1 Annual Physical Examination. The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG, and other procedures as deemed appropriate by the licensed physician. The healthcare professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the duties of the job. These reports will be maintained as confidential medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.

V. ANNUAL PERFORMANCE GOALS

5.1 Annual 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.

5.2 Performance Criteria. The goals developed by the Superintendent and 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 implementing these goals.

VI. REVIEW OF PERFORMANCE

6.1 Time and Basis of Evaluation. The Board shall evaluate and assess the Superintendent's performance in writing on or before January 31 of each year during the term of this Contract. The evaluation and assessment shall be reasonably related to the duties of the

Superintendent and the District Goals and objectives approved by the Board for the year of evaluation.

6.2 Confidentiality. The evaluation of the Superintendent shall be conducted in executive session at all times, unless a public hearing is requested by the Superintendent. The evaluation and any information concerning it, of whatever nature, shall be considered confidential, as provided 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.

6.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within (30) 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. It is also agreed that the Superintendent and the Board will hold at least a semi-annual evaluation conference with a format agreeable to both sides. 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 a new or different performance expectations, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

VII. EXTENSION/RENEWAL/NONRENEWAL OF EMPLOYMENT CONTRACT

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

VIII. TERMINATION OF EMPLOYMENT CONTRACT

8.1 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.

8.2 Retirement, Death. This Contract shall terminate upon the retirement or death of the Superintendent.

8.3 Resignation. The Superintendent may relinquish the position and duties of the Superintendent and leave the District's employment at the end of any 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 prior to the first day of instruction of the following school year. The Superintendent may resign with the consent of the Board at any other time.

8.4 **Nonrenewal.** Nonrenewal shall be in accordance with Board policy, Texas Education Code Chapter 21, Subchapter E, and applicable law.

8.5 **Suspension.** In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent with pay at any time during the term of this Contract and may suspend the Superintendent without pay for good cause as determined by the Board.

8.6 **Dismiss 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 which is inconsistent with the continued existence of the employer-employee relationship, and includes, but is not necessarily limited to:

- a. Failure to fulfill duties or responsibilities as set forth under state or federal law or regulation, Board policy, Board or District goals, job description, lawful Board directives, or 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 or failure of the District to make measurable progress towards the goals stated in the District improvement plan; 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, inefficiency or failure;
- c. Insubordination or failure to comply with lawful written Board directives or lawful oral directives of the Board given at a lawfully-called meeting of the Board;
- d. Failure to comply with applicable state or federal laws, regulations, the Board's policies or the District's administrative regulations;
- e. Neglect of duties whether resulting from action or inaction on the part of the Superintendent, or whether resulting from excessive absences in excess of available leave, subject to applicable law;
- f. The possession, use, or being under the influence of alcoholic beverages while on District property, or public drunkenness or excessive use of alcoholic beverages at any time;
- g. Illegal possession, use, manufacture, or distribution of controlled substances, drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act or other criminal laws;
- h. Conviction of or deferred adjudication for a felony; conviction of a crime involving moral turpitude, or conviction for a crime listed in Texas Education Code Section 22.085;
- 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;

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- m. Physical threats, explosive temper, or assault on a community member, parent, Board member, District contractor, employee or student;
- n. Knowingly falsifying records or documents related to the District's activities or communications with the Board;
- o. Conscious misrepresentation of facts or intentional withholding of pertinent information to the Board or other District, federal, state or local officials in the conduct of the District's business;
- p. Failure to fulfill or maintain requirements for superintendent certification;
- q. Failure to take reasonable steps to maintain an effective and professional working relationship with the Board;
- r. Failure to report to the Board any arrest, conviction or deferred adjudication for any felony or any crime involving moral turpitude as required by District policy; or
- s. Any other reason constituting "good cause" under Texas law.

8.7 Termination Procedure. If the Board terminates, proposes to terminate this Contract for "good cause" or proposes to suspend the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

IX. MISCELLANEOUS

9.1. Controlling Law. The Contract shall be governed by the laws of the State of Texas and is fully performed in Parker County, Texas. Venue for any legal action arising under this Contract shall be in a court of competent jurisdiction in Parker County, Texas, unless state or federal law requires a different venue.

9.2 Complete Agreement. This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

9.3 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. 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.

9.4 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.

X. NOTICES

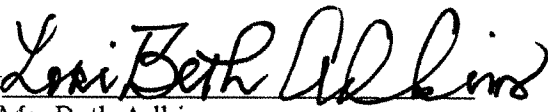
10.1 To Superintendent: The Superintendent agrees to keep a current address on file with the District and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the

Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

10.2 To Board: The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment 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 on this the 1 day of August 2025.

MILLSAP INDEPENDENT SCHOOL DISTRICT

By 
Ms. Beth Adkins
President, Board of Trustees

SUPERINTENDENT


Harper Stewart

**MILLSAP INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT ADDENDUM**

This Superintendent's Employment Contract Addendum ("Addendum") is made and entered into by and between the Board of Trustees ("Board") of the Millsap Independent School District ("District") and Harper Stewart ("Superintendent" or "Stewart").

WHEREAS, the Board and the Superintendent entered into a Superintendent's Employment Contract dated August 1, 2025 ("Contract");

WHEREAS, the Contract provides that the Superintendent shall be employed by the District through July 31, 2028;

WHEREAS, the Parties desire to extend and revise the terms of the Superintendent's employment with the District; and,

NOW THEREFORE, in consideration of the mutual promises and agreements contained here, including the recitals above, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In accordance with Section I of the Contract, by written action of the Board, and with the written consent and approval of the Superintendent, the term of Stewart's employment with the District is extended through July 31, 2029.
2. In accordance with Section 3.2 of the Contract, Section 3.1 is amended to provide an annual salary to the Superintendent in the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.00).
3. All other terms of the Contract remain intact.

EXECUTED at the City of Millsap, County of Parker, and State of Texas, this 23rd day of February 2026, pursuant to action of the Board of Trustees at a meeting held on January 19, 2026, for which there was a properly posted agenda that included an item related to employment of a superintendent.

MILLSAP INDEPENDENT SCHOOL DISTRICT



Lori Beth Adkins, President
Millsap ISD School Board

ATTEST:



Dr. Heather Hester, Secretary
Millsap ISD School Board