SANTA ROSA INDEPENDENT SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT FOR SUPERINTENDENT

State of Texas §
§
County of Cameron §

CONTRACT TERMS

Pursuant to the authority of Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code and the general laws of the State of Texas, for and in consideration of the terms stated in this Contract, the Board and the Superintendent hereby agree as follows:

1. PARTIES

1.1. This Contract of Employment for Superintendent ("Contract") is entered into by the Board of Trustees ("Board") of the Santa Rosa Independent School District ("SRISD" or "District"), and Reyes I. Rodriguez ("Superintendent"), effective on the 13th day of January 2025.

2. TERM

2.1. The Board, by and on behalf of the District, hereby employs the Superintendent, and the Superintendent hereby accepts such employment, for a term commencing on January 13th, 2025, and ending on June 30, 2027 the ("Contract Term").

2.2. The District may, by action of the Board, and with the consent and agreement 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.

3. PROFESSIONAL CERTIFICATION, CREDENTIAL, AND RECORDS

3.1. This Contract is conditioned upon the Superintendent satisfactorily providing a valid certification and other records and information required by law, the Texas Education Agency, the State Board for Educator Certification, and the Board.

3.2. The Superintendent agrees to maintain the required certification throughout his term of employment with the District. If the Superintendent's certification expires, is canceled, or revoked, or otherwise becomes invalid, this Contract is automatically void effective immediately.

4. REPRESENTATIONS

4.1. The Superintendent represents that he has disclosed to the Board in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony or an offense involving moral turpitude, even if such felony or offense was erased or otherwise purged or expunged from the Superintendent's record and, more specifically, represents that he has no record of such indictments, convictions,

or other disposition of any felonies or offenses involving moral turpitude. The Superintendent further represents and agrees that, during the Contract Term, he will notify the Board, in writing within three (3) calendar days of any arrest or any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony or an offense involving moral turpitude. The Superintendent understands that criminal history records search acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

4.2. The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information intentionally made, or fraud by the Superintendent in or concerning any required records or in the employment application may be good cause for termination or nonrenewal of employment, as applicable.

5. DUTIES

5.1. General. The Superintendent of Schools is the educational leader and chief executive officer of the District and shall faithfully perform all such duties as prescribed by state law including Texas Education Code ("Education Code" or "TEC"), sections 11.201(d), 11.1512 and 11.1513, Board policies, in the job description, as may be necessary and prudent to carry out his role, and as may be lawfully assigned by the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the Contract Term consistent with Section 11.201(d), or other applicable provisions of the Texas Education Code. All duties assigned by the Board shall be appropriate to and consistent with applicable law and the professional role and responsibility of the Superintendent. The Superintendent shall comply with all lawful Board directives, state and federal law and regulations, and district policies and rules and regulations as they exist or may hereafter be amended or adopted during the Contract Term.

5.2. Faithful Performance of Duties. Except as otherwise set forth herein, the Superintendent shall devote his full time and energy to the faithful performance of his duties with reasonable care, skill, and diligence, and shall perform his duties to the best of his abilities.

5.3. Criticisms. Complaints. Suggestions. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions from staff and/or third parties 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 Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and

action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer.

5.4. Outside Consulting/Employment. The Superintendent agrees that he will not accept outside employment, engagement as an independent contractor, or paid appointment to any Board or organization during the Contract Term, unless expressly permitted by the Board in writing.

5.5. Board Meetings. Unless otherwise prohibited by law, the Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings in which the Board is deliberating about the Superintendent's contract, the Superintendent's evaluation or performance, when the Board is acting in its capacity as a tribunal or considering concerns or complaints about a Board member, or for purposes of resolving conflicts between individual Board members or at such other times the Board President requests the Superintendent step out of Executive Session.

5.6. Reassignment. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for SRISD. The Superintendent cannot be reassigned from the position of Superintendent to another position without the express mutual written consent of the Board and Superintendent.

6. COMPENSATION & BENEFITS

6.1. Annual Base Salary. SRISD shall pay the Superintendent an annual base salary of one hundred fifty thousand and no/100 dollars ($150,000.00) during the Contract Term. The District shall pay the Superintendent's annual base salary in equal monthly installments according to its standard payroll practices. The Board may, in its discretion, review and adjust the salary of the Superintendent, during the term of this Contract, but in no event shall the Superintendent be paid less than the annual base salary set forth in this paragraph, except by mutual written agreement of the parties. Any adjustments to the Superintendent's Annual Base Salary or other Contract provision made during the Contract Term shall be made by lawful Board action and shall be in the form of a written amendment to this Contract, or a new contract.

6.2. Benefits. In addition to the benefits expressly set forth herein, SRISD shall provide other benefits to the Superintendent as provided by state law and Board policies on the same basis as it does for other full-time administrative employees of the District, including without limitation, any stipends/bonuses/incentives. The Board reserves the right to amend its policies at any time during the Contract Term to reduce or increase such other benefits not expressly provided herein, at the Board's sole discretion.

6.3. Group Health and Dental Insurance. The District will pay the Superintendent's health and dental insurance of his choosing under the current District's plan.

6.4. Local and State Leave. The Superintendent may take, at times selected by the Superintendent, the same number of days of leave authorized by policies and calendar adopted by the Board for administrative employees on twelve months (226 days) contract, the days to be taken in a single period or at different times. The leave days taken by the Superintendent will be taken at such times or time that will not substantially interfere with the performance of the Superintendent's duties as set forth in this Contract. Any unused

leave days under this section may be requested to be paid out at the end of the school year by the Superintendent at his daily rate, or be rolled over to the next school year in accordance to Board Policy. The daily rate shall be calculated by dividing the Superintendent's TRS creditable compensation by 226. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of personal leave days as authorized by the Board for all professional employees, the days to be taken in a single period or at different times.

6.5. Professional Organizations and Civic Engagement. 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, seminars, conferences, or courses at the local, regional, state, and national level in the capacity as Superintendent of SRISD. 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 meetings, seminars, conferences, or courses. As part of Superintendent's professional development, the Superintendent, with prior approval of the Board president, may hire an educational executive coach. The cost of such services shall be borne by the District and must be approved in advance by the Board president. Expenses for attending professional meetings at the local, state or national level may be reimbursed subject to the availability of funds budgeted, policy limitations and as pre-authorized by the Board. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and other professional organizations selected by the Superintendent, the purpose of which is to benefit the District, subject to the availability of funds budgeted by the District for this amount. The Board encourages the Superintendent to become a member of and participate in professional associations and 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 District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates, subject to advance Board approval.

6.6. Travel. The Superintendent shall be paid a monthly travel stipend in the amount of $500.00 in consideration for all travel conducted on behalf of the District within Region One Education Service Center jurisdiction. For all official district travel conducted beyond Region One Education Service Center jurisdiction, the Superintendent shall be reimbursed for travel consistent with established local policies and administrative regulations. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

6.7. Business Expenses. Subject to applicable law, the District shall pay or reimburse the Superintendent for reasonable and necessary reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this

Contract from funds budgeted for that purpose. Such expenses shall include, but are not limited to, District-related travel, lodging, and meals, membership and participation in approved professional, civic, and service organizations, attendance at professional conferences and trainings, and projects within the District. The Superintendent shall comply with all policies, procedures, and documentation requirements established by the Board, the District's independent auditors, and state and federal laws regarding such business expenses. The Superintendent's expenses shall be subject to review by the District's independent and internal auditors. The Board reserves the right to refuse any reimbursement request that it determines is excessive, does not comply with SRISD's policies and guidelines, or that the Board reasonably believes falls outside the scope of the Superintendent's duties.

6.8. Communications. The District shall pay the Superintendent a monthly stipend of $250.00 dollars for Communication purposes to be used at his discretion for a phone, hot-spot, or other related communication services or devices. 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 other than the monthly payment to the Superintendent of the mobile telephone allowance stated herein. 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 owned by the District or Superintendent, the parties agree that any personal or private information of the Superintendent contained on the cell phone, computer or other devices containing such data or information 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.

7. ANNUAL PERFORMANCE GOALS & EVALUATION

7.1. Development of Goals. The Board shall work collaboratively with the Superintendent each year to prepare a list of goals for the District. 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 semiannually 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 always be reduced to writing ("District Goals") and shall be among, but not limited too, the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific,

definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals. The District Goals shall be mutually agreeable to the Superintendent and the Board.

7.2. Evaluation. The Board shall evaluate and assess the performance of the Superintendent in writing at least once each year during the term of this Contract in the month of February of every year, or at such other times as the Board deems necessary or appropriate. The Superintendent's performance shall occur during closed session of a duly called Board meeting and shall be considered confidential to the extent allowed by law. Nothing herein shall prohibit the Board or Superintendent from disclosing the content of the Superintendent's evaluation to their respective legal counsel. The evaluation and assessment of performance shall be in accordance with the Board's policies and state and federal law, and shall be related to the duties of the Superintendent as prescribed by law, Board policies, the Superintendent's job description, and as outlined herein, and shall be based on the District's progress towards accomplishing the District Goals. If the Board determines that the Superintendent's performance is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the basis for such determination. The Board shall provide the Superintendent with a copy of the written evaluation. 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. The Board may meet with the Superintendent to discuss the evaluation within a reasonable time after it is delivered to the Superintendent. 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. The evaluation shall be confidential to the extent permitted by law. If the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, 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.

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

8. PROFESSIONAL LIABILITY

8.1. To the extent it may be permitted to do so by applicable law, including but not limited to the Texas Civil Practices & Remedies Code, the District shall indemnify, defend, and hold the Superintendent harmless from any claims, demands, suits, actions, or other legal proceedings against the Superintendent, or judgments or damages incurred by the Superintendent, including court costs and reasonable attorney's fees, in his individual or official capacity 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 extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, or acted in bad faith or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings. Excluded are any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. The selection of the Superintendent's attorney shall be with the mutual agreement of Superintendent and the District, if such legal counsel is not also the District's legal counsel, such agreement not to be unreasonably withheld by either party. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District may, at its sole option, comply with this paragraph by purchasing appropriate insurance coverage for the Superintendent or by including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for protection of the Board and District professional employees, in which case, the Superintendent's right to agree to legal counsel provided for his will depend on the terms of the applicable insurance contract. The District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the Contract Term or any extension thereof.

8.2. The Board shall not be required to pay any costs, including attorney's fees, related to any legal proceedings in which the Board and the Superintendent are adverse parties.

8.3. During the term of this Contract, the Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District and/or its employees.

8.4. 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, suit, action or legal proceeding brought against the District, Board, its Trustees, 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 cost to the District, other than reimbursement to the Superintendent for his documented reasonable and necessary out-of-pocket expenses and lost wages (if any) attributable to the Superintendent taking time off from his then current employment to reasonably assist the District. If the Superintendent is not employed at the time, the District shall compensate the Superintendent at his daily rate of pay, calculated by dividing the Superintendent's last salary under the Contract by 226. 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. The Superintendent's availability and consultation, under the terms and conditions of this Section, will be subject to any reasonable request for consultation not interfering with the

Superintendent's then-current employment. To the extent this section exceeds the authority provided and the limitations imposed by Texas Civil Practices & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

9. TERMINATION, RESIGNATION, RENEWAL/NONRENEWAL, SUSPENSION, OR DISABILITY

9.1. Termination by Mutual Agreement. This Contract may be terminated by mutual written agreement of the Board and the Superintendent at any time upon such terms and conditions as may be mutually agreeable to the parties.

9.2. Resignation. The Superintendent may leave 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 45th day before the first day of instruction of the upcoming school year. The Superintendent may resign with the consent of the Board at any other time.

9.3. Disability. Subject to the Americans With Disability Act of 1990 and other applicable law, should the Superintendent become unable to perform any or all of the essential functions and duties of his position with or without reasonable accommodation by reason of illness, accident or other cause, and said disability exists after all of his accrued paid leave has been exhausted, the District may make appropriate deduction from the Superintendent's annual base compensation for each additional day that the Superintendent is unable to perform the duties of his position, based on two hundred and twenty six (226) days of service per year during the term of this Contract. If the Superintendent is determined to be disabled and incapable of resuming all of his material duties and obligations of employment with or without reasonable accommodation by a physician mutually acceptable to the Board and Superintendent, the District and the Superintendent hereby mutually agree that this Contract will terminate at that time without the necessity of any further action by the Board or the Superintendent, and the Superintendent hereby waives all of his rights to a hearing in consideration for the lump-sum payment of six months' salary and benefits by the District upon termination of this Contract due to disability. If a question arises concerning the capacity or fitness of the Superintendent to return to his duties, the Superintendent shall submit to a medical examination by a physician mutually acceptable to the Board and the Superintendent, the cost of such examination to be paid by the District. The physician shall limit the report to the issue of whether the Superintendent has a continuing disability that prohibits his from performing any or all of his essential duties with or without reasonable accommodation.

9.4. Renewal/Nonrenewal. Renewal or nonrenewal of this Contract shall be in accordance with the Board's policies and applicable law.

9.5. Termination for Good Cause. The Board may dismiss the Superintendent during the Contract Term or any extensions thereof for good cause as determined by the Board. The Board shall give the Superintendent the reasons for a proposed dismissal for good cause in writing and the Superintendent shall be provided all procedural and substantive rights as set forth in the Board's policies and applicable state and federal law. The term "good cause" includes, without limitation:

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

9.5.2. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication or failure to make measurable progress towards the goals stated in the District Improvement Plan or the Superintendent's performance goals; 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 identified incompetency or inefficiency;

9.5.3. Insubordination or failure to comply with lawful written Board directives;

9.5.4. Failure to comply with written Board Policies or District administrative regulations;

9.5.5. Neglect of duties, including, without limitation, conducting personal business during school hours when it results in neglect of duties;

9.5.6. Drunkenness or excessive use of alcoholic beverages, or being under the influence of or possessing alcoholic beverages while on school property, while working in the scope of the Superintendent's duties (which may include social engagements), or while attending any school-or District- sponsored activity;

9.5.7. Illegal use, possession, manufacture, or distribution of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;

9.5.8. Conviction of a felony or crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude;

9.5.9. Failure to report to the Board any arrest, conviction, or deferred adjudication for any felony or crime involving moral turpitude as required by Board policy and/or this Contract;

9.5.10. Failure to meet the District's standards of professional conduct;

9.5.11. Failure to comply with reasonable District professional development requirements;

9.5.12. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;

9.5.13. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;

9.5.14. Assault on an employee or student;

9.5.15. Knowing falsification of records or documents related to the District's activities;

9.5.16. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;

9.5.17. Failure to fulfill or maintain requirements for superintendent certification;

9.5.18. Any activity of the Superintendent, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District;

9.5.19. Falsification Intentional falsification or material omission of information required on an employment application or other documents submitted in connection with employment with the District;

9.5.20. Failure to take reasonable steps to maintain an effective working relationship with the Board; or

9.5.21. Any other reason constituting "good cause" under Texas law or this Contract.

9.6. 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. The Superintendent shall be provided all procedural and substantive rights as set forth in the Board's policies and applicable state and federal law.

10. OTHER TERMS

10.1. Savings Clause. If 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.

10.2. Controlling Law. This Contract shall be governed by the laws of the State of Texas and it shall be performable in Cameron County, Texas. Venue for any dispute concerning the interpretation and/or enforcement of this Contract shall be in Cameron County, Texas.

10.3. Complete Agreement. This Contract embodies the entire understanding and agreement of the parties and supersedes all other agreements for the term covered by this Contract and understandings, both written and oral. Any additions, deletions, or modifications to the terms and conditions of this Contract, including but not limited to changes in the term of the Contract or the base annual salary of the Superintendent, shall only be made by written addendum signed by both parties. Both parties acknowledge and agree that they have had the opportunity to consult with legal counsel of their choosing in the negotiation and execution of this Contract.

10.4. Notices.

10.4.1. The Superintendent agrees to keep a current address on file with SRISD's Human Resources Department 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 delivering the notice to the Superintendent or by sending the notice by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

10.4.2. The Board agrees that the Superintendent may meet any legal obligations to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the Board President and one copy to the Board Secretary. 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 Secretary's addresses of record, as provided by the District.

10.5. 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 contrary provisions of the Board's policies or any such permissive law during the term of the Contract; provided, however, the Parties agree to the Superintendent to comply fully with Board policies and nothing in this paragraph relieves the a Party's compliance with those policies.

10.6. 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.

10.7. 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.

10.8. Nepotism. With the exception of any individuals already employed by the District as of the date of this Contract and as otherwise permitted by state law, the District will not employ, and the Superintendent will not recommend for employment, any individual related to the Superintendent within the third degree of consanguinity (relation by blood) or second degree of affinity.

10.9. Waiver. No waiver of any of the provisions of this Contract shall be deemed for any purpose to be a waiver of the right of any party hereto to enforce strict compliance with the provisions hereof in any subsequent instances.

10.10. Failure to Enforce or Not Waiver. Any failure or delay on the part of either the District or the Superintendent to exercise any remedy or right under this Contract shall not operate as a waiver. The failure of either party to require performance of any of the terms, covenants, or provisions of this Contract by the other party shall not constitute a waiver of any of the rights under this Contract. No forbearance by either party to exercise any rights or privileges under this Contract shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this Contract may be waived except by the written consent of the waiving party. Any such written waiver of any term of this Contract shall be effective only in the specific instance and for the specific purpose given.

10.11. Acknowledgements. The Parties further acknowledge that they have carefully read this Contract, that they have consulted with their attorneys prior to executing this Contract, that they have had an opportunity for review of it by their attorneys, that they fully

understand its final and binding effect, that the only promises made to them to sign this Contract are those stated above and that they are signing this Contract voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute this Contract. The Parties agree that an electronic signature is the legally binding equivalent to a handwritten signature, and has the same validity and meaning as a handwritten signature.

10.12. 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 January 9th, 2025.

SIGNATURE PAGE TO FOLLOW

EXECUTED this, the 9th, day of January, of the year 2025.

Kelly R. Ballin, Board President
Santa Rosa Independent School District

Dr. Reyes I. Rodriguez, Superintendent of Schools
Santa Rosa Independent School District

Attest:
Alissa Perez, School Board Secretary
Santa Rosa Independent School District